

FEDERAL REGISTER

THE NATIONAL ARCHIVES
OF THE UNITED STATES
1934

VOLUME 9 NUMBER 71

Washington, Saturday, April 8, 1944

The President

EXECUTIVE ORDER 9433

EXTENDING THE LIMITS OF CERTAIN CUSTOMS PORTS OF ENTRY

By virtue of the authority vested in me by section 1 of the Act of August 1, 1914, 38 Stat. 609, 623 (U.S.C. title 19, sec. 2), it is ordered that the limits of the customs ports of entry of Durham, North Carolina, and Reidsville, North Carolina, in Customs Collection District Number 15 (North Carolina), and Friday Harbor, Washington, in Customs Collection District Number 30 (Washington), be, and they are hereby, extended as follows:

1. The limits of the customs port of entry of Durham, North Carolina, in Customs Collection District Number 15 (North Carolina), are extended to include the following territory: Beginning at the intersection of the eastern corporate limits of Durham and U. S. Highway No. 70, thence southeasterly along the south side of that highway a distance of .2 mile to Ellis Road; thence southerly along the west side of Ellis Road a distance of 1.1 miles to Cook Road; thence westerly along the north side of Cook Road a distance of .6 mile to Alston Avenue; thence northwesterly along the east side of Alston Avenue a distance of 1.2 miles to the corporate limits of Durham; thence along the corporate limits to the place of beginning.

2. The limits of the customs port of entry of Reidsville, North Carolina, in Customs Collection District Number 15 (North Carolina), are extended to include a strip of land $\frac{3}{4}$ mile in width beginning at the intersection of the northern corporate limits of Reidsville and U. S. Highway No. 29, and extending along the east side of such highway in a northeasterly direction a distance of 2 miles.

3. The limits of the customs port of entry of Friday Harbor, Washington, in Customs Collection District Number 30 (Washington), are extended to include all points on the body of water known as Roche Harbor, San Juan Island, State of Washington.

This order shall become effective on the thirtieth day following the date hereof.

FRANKLIN D. ROOSEVELT

THE WHITE HOUSE,

April 6, 1944.

[F. R. Doc. 44-4957; Filed, April 7, 1944; 10:22 a. m.]

Regulations

TITLE 7—AGRICULTURE

Chapter III—Bureau of Entomology and Plant Quarantine

[B. E. P. Q. Potato Reg. 7, Amdt. 6]

PART 321—RESTRICTED ENTRY ORDERS

IMPORTATION OF POTATOES INTO THE UNITED STATES

Introductory note. The sole purpose of the present revision of regulation 7 is to add the State of Tamaulipas to the list of Mexican States, listed in Amendment No. 5, from which potatoes may be imported under these regulations.

Pursuant to the authority conferred by the Plant Quarantine Act of August 20, 1912, as amended (37 Stat. 316; 7 U.S.C. 159), § 321.8 of the subpart entitled, "Foreign Potatoes" of Part 321, Chapter III, Title 7, Code of Federal Regulations (regulation 7 of the regulations governing the importation of potatoes into the United States, effective March 1, 1922, as amended, effective September 1, 1943), is hereby further amended to read as follows:

§ 321.8 *Special provision for the importation of potatoes from the Dominion of Canada and Bermuda, the States of Chiapas, Guanajuato, Jalisco, Queretaro, San Luis Potosi, Sonora, and Tamaulipas, Mexico, and the Northern Territory of Baja California, Mexico, into the United States.* Potatoes may be imported from the Dominion of Canada and Bermuda into the United States or any of its Territories or Districts, free of any restrictions whatsoever, until otherwise ordered, under the Plant Quarantine Act of August 20, 1912.

Importations from the State of Sonora, Mexico, will be permitted to enter through the ports of Douglas, Naco, and Nogales, Ariz., and such other ports as may be designated in the permit; importations from the States of Chiapas, Guanajuato, Jalisco, Queretaro, San Luis Potosi, and Tamaulipas, Mexico, will likewise be permitted to enter through these ports and, in addition, through the ports of Brownsville, Laredo, Eagle Pass, and El Paso,

(Continued on next page)

CONTENTS

THE PRESIDENT

EXECUTIVE ORDER:	Page
Customs ports of entry, certain; extension of limits.....	3761
REGULATIONS AND NOTICES	
ALIEN PROPERTY CUSTODIAN:	
Vesting orders:	
Anciens Etablissements Barbier, Bernard & Turenne.....	3313
Chemische Fabrik Siegfried Kroch A. G. and I. H. Epstein, A. G.....	3319
Dassauer, Friedrich, and Waldemar Petersen.....	3313
I. G. Farbenindustrie A. G.....	3319
Ito, Michio.....	3320
Maddaleni, Brunilde.....	3320
Saccardo, Eredi.....	3317
CIVIL AERONAUTICS BOARD:	
Hearing; All American Aviation, Inc.....	3310
COAST GUARD:	
Lifesaving appliances; approval of equipment.....	3771
Postings under glass on ocean and coastwise vessels.....	3323
ENTOMOLOGY AND PLANT QUARANTINE BUREAU:	
Potatoes, importation into United States.....	3761
FEDERAL POWER COMMISSION:	
Applications; Northern Natural Gas Co. (2 documents).....	3310, 3311
FEDERAL TRADE COMMISSION:	
Hearings, etc.:	
Georges River Woolen Mills.....	3311
House of Royalsun.....	3311
Tiger Yarn Co., et al.....	3311
Wolf, Charles W., Inc.....	3311
INTERSTATE COMMERCE COMMISSION:	
Iceing orders, etc.:	
Apples; Chicago, Ill.....	3314
Barley, malting; Duluth, Minn.....	3315
Broccoli, Chicago, Ill.....	3314
Celery; Chicago, Ill. (2 documents).....	3312, 3316
Kansas City, Mo.-Kans.....	3315
Cheese and spread; Freeport, Ill. (3 documents).....	3315, 3317
Lead; Kansas City, Kans.-Mo., and Omaha, Nebr.....	3316
Ottumwa, Iowa.....	3315
(Continued on next page)	



Published daily, except Sundays, Mondays, and days following legal holidays, by the Division of the Federal Register, The National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U.S.C., ch. 8B), under regulations prescribed by the Administrative Committee, approved by the President. Distribution is made only by the Superintendent of Documents, Government Printing Office, Washington, D. C.

The regulatory material appearing herein is keyed to the Code of Federal Regulations, which is published; under 50 titles, pursuant to section 11 of the Federal Register Act, as amended June 19, 1937.

The FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for \$1.50 per month or \$15.00 per year, payable in advance. The charge for individual copies (minimum 15¢) varies in proportion to the size of the issue. Remit check or money order, made payable to the Superintendent of Documents, directly to the Government Printing Office, Washington, D. C.

There are no restrictions on the republication of material appearing in the FEDERAL REGISTER.

NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at \$3.00 per book. The following are now available:

- Book 1: Titles 1-3 (Presidential documents) with tables and index.
- Book 2: Titles 4-9, with index.
- Book 3: Titles 10-17, with index.

CONTENTS—Continued

INTERSTATE COMMERCE COMMISSION—Continued.

Icing orders, etc.—Con.	Page
Lettuce:	
Atlanta, Ga.	3812
Chicago, Ill. (3 documents)	3813, 3814
Potatoes:	
Barnesville, Minn.	3816
Buffalo, N. Y.	3813
Chicago, Ill. (6 documents)	3812, 3813, 3814, 3816
Cleveland, Ohio (2 documents)	3816, 3817
Detroit, Mich.	3812
Grand Rapids, Mich.	3814
Holland, Mich.	3813
St. Louis, Mo.	3814
Toledo, Ohio.	3812
Shortening; Memphis, Tenn.	3815
OFFICE OF DEFENSE TRANSPORTATION:	
Common carriers; coordinated operations, etc.:	
Michigan	3820
Missouri and Illinois.	3820
Procedures and delegations of authority (A. O. 17, Am. 1)	3810

CONTENTS—Continued

OFFICE OF PRICE ADMINISTRATION:	Page
Boston and New York City District Offices, assumption of functions by Regional Offices (G. O. 56)	3821
Information, disclosure (G. O. 55)	3820
Regional and district office orders:	
Citrus fruits in Wayne County, Mich.	3823
Drain tile, brick and concrete, in San Francisco region.	3825
Filtering and bottling equipment in Santa Monica, Calif.	3824
Fluid milk:	
California localities	3824
Davidson County, Tenn.	3825
Washington	3824
Pick-up and delivery service carriers, Spokane, Wash.	3824
Solid fuels:	
Fitchburg, Mass.	3821
Putnam, Conn.	3823
St. Louis, Mo.	3823
SECURITIES AND EXCHANGE COMMISSION:	
Hearings, etc.:	
Northern Indiana Public Service Co., et al.	3826
Wheeling Electric Co. and American Gas and Electric Co.	3825
WAGE AND HOUR DIVISION:	
Puerto Rico; special industry committee resignation and appointment.	3810
WAR DEPARTMENT:	
American Defense Service Medal	3771
WAR FOOD ADMINISTRATION:	
Milk in designated areas:	
Eastern New England metropolitan sales area	3762
St. Petersburg, Fla.	3763
Worcester, Mass.	3764
Tea, designation of qualified distributors.	3826
WAR PRODUCTION BOARD:	
Cans (M-81, Dir. 2)	3767
Chemicals and allied products (M-300, Amdt. 2)	3765
Consent order; Period Chairs, Inc.	3826
Controlled materials, purchases or sales through intermediary (CMP Reg. 1, Dir. 48)	3766
Cotton duck (M-91)	3767
Petroleum gas, liquefied, equipment (L-86)	3765
Delivery restrictions (L-86, Dir. 2)	3766
Placement of orders with tank manufacturers (L-86, Dir. 1)	3766
Physical therapy equipment (L-259)	3768
Telephones, limited manufacture (U-8)	3770
WAR SHIPPING ADMINISTRATION:	
Contracts with vessel owners and rates of compensation: Charter hire, values and rate.	3806
Requisition bareboat charter, dry cargo and tank vessels.	3801

CONTENTS—Continued

WAR SHIPPING ADMINISTRATION—Continued.	Page
Contracts with vessel owners and rates of compensation—Continued.	
Time charter:	
Dry cargo vessels	3773
Redetermination and adjustment basis	3772
Tank vessels	3787

Tex., and such other ports as may be designated in the permit.

Importations from the Northern Territory of Baja California, Mexico, will be permitted to enter through the ports of Calexico and San Ysidro, Calif., and such other ports as may be designated in the permit.

Importations of potatoes thus authorized entry from Mexico shall be in compliance with the provisions of §§ 321.2 to 321.7 inclusive [Regulations 1 to 6], of the regulations governing the importation of potatoes into the United States.

This amendment shall be effective on and after April 15, 1944.

(Sec. 5, 37 Stat. 316; 7 U.S.C. 159; 7 CFR 321.1)

Done at the city of Washington this 6th day of April 1944.

Effective April 15, 1944.

Witness my hand and the seal of the United States Department of Agriculture.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 44-4965; Filed, April 7, 1944;

Chapter XI—War Food Administration (Distribution Orders)

[FDO 79-43, Amdt. 6]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN EASTERN NEW ENGLAND METROPOLITAN SALES AREA

Pursuant to Food Distribution Order No. 79 (8 F.R. 12426), dated September 7, 1943, as amended, and to effectuate the purposes thereof, Food Distribution Order No. 79-43 (8 F.R. 13967), relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the Eastern New England metropolitan milk sales area, issued by the Director of Food Distribution on October 11, 1943, as amended, is hereby further amended by deleting from the description of the sales area in § 1401.74 (b) the following:

The cities and towns of Hopkinton, Hudson and Marlboro in Middlesex County, Massachusetts, and all the cities and towns listed as being in Worcester County, Massachusetts,

making the complete description of the sales area read as follows:

In Bristol County, Massachusetts, the towns of Easton and Mansfield.

In Middlesex County, Massachusetts, the towns and cities of:

Arlington, Ashland, Bedford, Belmont, Billerica, Burlington, Cambridge, Chelmsford, Concord, Dracut, Everett, Framingham, Holliston, Lexington, Lincoln, Lowell, Malden, Maynard, Medford, Melrose, Natick, Newton, N. Reading, Reading, Sherborn, Somerville,

Stoneham, Sudbury, Tewksbury, Tyngsboro, Wakefield, Waltham, Watertown, Wayland, Weston, Wilmington, Winchester, and Woburn.

In Plymouth County, Massachusetts, the towns and cities of:

Abington, Bridgewater, Brockton, E. Bridgewater, Hanover, Hanson, Hingham, Hull, Norwell, Rockland, Scituate, W. Bridgewater, and Whitman.

In Norfolk County, Massachusetts, the towns and cities of:

Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, and Weymouth.

All the towns and cities in the counties of Essex and Suffolk, Massachusetts.

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., May 1, 1944. With respect to violations of said Food Distribution Order No. 79-43, as amended, rights accrued, or liabilities incurred prior to the effective time of this amendment, said Food Distribution Order No. 79-43, as amended, shall be deemed to be in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; FDO 79, 8 F.R. 12426, 13283)

Issued this 5th day of April 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-4858; Filed, April 5, 1944;
4:22 p. m.]

[FDO 79-143]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN ST. PETERSBURG, FLA., SALES AREA

Pursuant to the authority vested in me by Food Distribution Order No. 79 (8 F.R. 12426), issued on September 7, 1943, as amended, and to effectuate the purposes of such order, it is hereby ordered as follows:

§ 1401.177 *Quota restrictions*—(a) *Definitions*. When used in this order, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof:

(1) Each term defined in Food Distribution Order No. 79, as amended, shall, when used herein, have the same meaning as is set forth for such term in Food Distribution Order No. 79, as amended.

(2) The term "FDO 79" means Food Distribution Order No. 79, issued on September 7, 1943, as amended.

(3) The term "sub-handler" means any handler, such as a peddler, vendor, sub-dealer, or secondary dealer, who purchases in a previously packaged and processed form milk, cream, or milk byproducts for delivery.

(4) The term "industrial user" means a person, as determined by the market agent, in the capacity of a manufacturer of products using as an ingredient

therein milk, cream, or milk byproducts, which products are disposed of for resale to consumers off the premises where made.

(5) The term "base" means the total pounds of milk solids delivered by a handler within the sales area during the base period (i) in the form of milk, or (ii) in the form of cream and milk byproducts, minus the milk solids in quota-exempt deliveries of milk, and cream and milk byproducts, as described in (j) hereof. (For the purpose of this order, the milk solids content of milk, milk byproducts, and cream shall be computed as follows: Each hundredweight of milk, cream, or milk byproducts other than cottage, pot, or baker's cheese, shall be considered the equivalent of 9.375 pounds of milk solids plus the number of pounds of milk solids calculated by multiplying the pounds of butterfat in such milk, and cream and milk byproducts by .906; and each hundredweight of cottage, pot, or baker's cheese shall be considered the equivalent of 62.5 pounds of milk solids plus one pound of milk solids for each one percent of butterfat content of such cheese.)

(b) *Milk sales area*. The following area is hereby designated as a "milk sales area" to be known as the St. Petersburg, Florida, milk sales area, and is referred to hereinafter as the "sales area":

The city of St. Petersburg, and the election precincts numbered 1 to 21, inclusive, 21-A, and 22 to 47, inclusive, in Pinellas County, Florida.

(c) *Base period*. The calendar month of June 1943 is hereby designated as the base period for the sales area: *Provided*, That the month of May may be used as the base period for computing base and quota for deliveries to elementary, junior high, and high schools; and *Provided further*, That in the computations set forth in (e) hereof the total deliveries to elementary, junior high, and high schools in the base period shall be divided by the number of days such schools were in session in lieu of the total number of days in the base period as set forth in (e) (1) and the average daily deliveries so determined shall be multiplied by the number of days such schools are in session in each quota period in lieu of the number of days in the quota period as set forth in (e) (2).

(d) *Quota period*. The remainder of the calendar month in which the provisions hereof become effective and each subsequent calendar month, respectively, is hereby designated as the quota period for the sales area.

(e) *Handler quotas*. Quotas for each handler other than a sub-handler or producer-handler shall be determined as follows:

(1) Divide his respective bases by the number of days in the base period;

(2) Multiply the foregoing result by the number of days in the quota period; and

(3) Multiply the aforesaid resulting amounts in the case of the base for milk as follows:

	Percent		Percent
January.....	110	July.....	83
February.....	120	August.....	83
March.....	130	September.....	85
April.....	110	October.....	83
May.....	100	November.....	103
June.....	80	December.....	105

And, in the case of the base for cream and milk byproducts as follows:

	Percent		Percent
January.....	82.50	July.....	60.00
February.....	80.00	August.....	60.00
March.....	97.50	September.....	62.75
April.....	82.50	October.....	67.50
May.....	75.00	November.....	75.00
June.....	67.50	December.....	73.75

(f) *Quotas for handlers who are also producers*. Quotas for each handler not a cooperative association and who delivers no milk, cream, or milk byproducts, other than that produced by him from his own cows located on the premises held by him on the effective date of this order shall be computed in accordance with (e) hereof, except:

(1) His base period shall be either June or December, whichever represents his larger total deliveries; and

(2) The applicable percentages shall be 100 percent in lieu of those specified in (e) (3).

(g) *Quota adjustments*. Each handler may increase his quota for milk within any quota period by one pound of milk solids for each one pound of milk solids he reduces his quota for cream and milk byproducts.

(h) *Cream deliveries*. The units of cream delivered subject to quota in any quota period shall not exceed 100 percent of the units of cream in his base, irrespective of the milk solids content of such deliveries.

(i) *Handler exemptions*. Quota shall not apply to any handler who is also a producer and who delivers in a quota period a daily average of less than 100 units of milk, cream, and milk byproducts.

For the purpose of this order, a unit shall be the equivalent in volume of the following: (1) One quart of milk, butter-milk, or fluid milk byproducts; (2) one-half pint of cream; and (3) one-half pound of cottage, pot, or baker's cheese.

(j) *Quota exclusions and exemptions*. Deliveries of milk, milk byproducts, or cream (1) to other handlers, except for such deliveries to sub-handlers, (2) to plants engaged in the handling or processing of milk, milk byproducts, cream or other dairy products from which no milk, milk byproducts, or cream is delivered in the sales area, (3) to industrial users, and (4) to the agencies or groups specified in (d) of FDO 79, shall be excluded from the computation of deliveries in the base period and exempt from charges to quotas.

(k) *Transfers of bases*. The market agent is empowered to transfer base from one handler to another:

(1) Upon receipt of a request in writing from both handlers; and

(2) Upon application from a handler and written notice to the Director and to both handlers, (i) to permit deliveries to a purchaser not being served by a

handler whose quota reflects deliveries to such purchaser in the base period, (ii) to permit a handler to serve an account which customarily rotates among several handlers inclusive of a contract let by a public agency or institution on a bid basis, and (iii) to permit a handler to serve an account which he is serving on the effective date of this order and which was served by another handler during the base period.

(l) *Consumer priorities.* In the distribution of milk subject to quotas established hereunder, a handler shall give preference in the order listed, taking into consideration the type of purchasers served by him in the base period, to:

(1) The need of children, expectant mothers, and invalids requiring milk;

(2) Homes and retail stores handling milk for consumption off the premises; and

(3) Establishments serving milk for consumption on the premises.

(m) *Petition for relief from hardship.*

(1) Any person affected by FDO 79 or the provisions hereof who considers that compliance therewith would work an exceptional and unreasonable hardship on him may file with the market agent a petition addressed to the Director. The petition shall contain the correct name, address and principal place of business of the petitioner, a full statement of the facts upon which the petition is based, and the hardship involved and the nature of the relief desired.

(2) Upon receiving such petition the market agent shall immediately investigate representations and facts stated therein.

(3) After investigation, the petition shall be certified to the Director, but prior to certification the market agent may (i) deny the petition or (ii) grant temporary relief for a total period not to exceed 60 days.

(4) Denials or grants of relief by the market agent shall be reviewed by the Director and may be affirmed, modified, or reversed by the Director.

(n) *Reports.* Each handler shall transmit to the market agent on forms prescribed by the market agent the following reports:

(1) Within 20 days following the effective date of this order, reports which show the information required by the market agent to establish such handler's quotas;

(2) Within 20 days following the close of each quota period, the information required by the market agent to establish volumes of deliveries of milk, cream and milk byproducts during the preceding quota period; and

(3) Handlers exempt from quotas pursuant to (i) hereof shall, upon the request of the market agent, submit the information required by the market agent to establish volumes of deliveries of milk, cream, and milk byproducts.

(o) *Records.* Handlers shall keep and shall make available to the market agent such records of receipts, sales, deliveries, and production as the market agent shall require for the purpose of obtaining information which the Director may require for the establishment of quotas as prescribed in (b) of FDO 79.

(p) *Expense of administration.* Each handler shall pay to the market agent, within 20 days after the close of each calendar month, an assessment of \$0.015 per hundredweight of each of milk, milk byproducts, cream, and skim milk equivalent of cottage, pot, or baker's cheese delivered during the preceding quota period and subject to quota regulations under the provisions hereof.

(q) *Violations.* The market agent shall report all violations to the Director together with the information required for the prosecution of such violations.

(r) *Bureau of the Budget approval.* The record-keeping and reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942. Subsequent record-keeping or reporting requirements will be subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(s) *Effective date.* This order shall take effect at 12:01 a. m., e. w. t., April 1, 1944.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; FDO 79, 8 F.R. 12426, 13283)

Issued this 5th day of April 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-4859; Filed, April 5, 1944;
4:22 p. m.]

[FDO 79-144]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN WORCESTER, MASS., SALES AREA

Pursuant to the authority vested in me by Food Distribution Order No. 79 (8 F.R. 12426), issued on September 7, 1943, as amended, and to effectuate the purposes of such order, it is hereby ordered as follows:

§ 1401.178 *Quota restrictions—(a) Definitions.* When used in this order, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof:

(1) Each term defined in Food Distribution Order No. 79, as amended, shall, when used herein, have the same meaning as is set forth for such term in Food Distribution Order No. 79, as amended.

(2) The term "FDO 79" means Food Distribution Order No. 79, issued on September 7, 1943, as amended.

(3) The term "sub-handler" means any handler, who (i) receives in a previously packaged and processed form milk, milk byproducts, or cream for delivery, and (ii) does not operate facilities for the processing and bottling of fluid milk.

(b) *Milk sales area.* The following area is hereby designated as a "milk sales area" to be known as the Worcester, Massachusetts, sales area, and is referred to hereinafter as the "sales area."

The city of Marlboro and the towns of Hudson and Hopkinton in Middlesex County, Massachusetts.

In Worcester County, Massachusetts, the city of Worcester and the following towns: Auburn, Berlin, Boylston, Clinton, Grafton, Holden, Hopedale, Leicester, Mendon, Millis, Millbury, Northbridge, Northboro, Paxton, Shrewsbury, Southboro, Spencer, Upton, Uxbridge, Westboro, and West Boylston.

(c) *Base period.* The calendar month of June 1943, is hereby designated as the base period for the sales area.

(d) *Quota period.* The remainder of the calendar month in which the provisions hereof become effective and each subsequent calendar month, respectively, is hereby designated as a quota period for the sales area.

(e) *Handler quotas.* Quotas for each handler in the sales area in each quota period shall be calculated in terms of pounds of each of the items for which percentages are specified in (3) below and shall be determined as follows:

(1) Divide the total deliveries of each such item made in the sales area by such handler during the base period, after excluding the quota exempt deliveries described in (i) hereof, by the number of days in the base period;

(2) Multiply the result of the foregoing calculation by the number of days in the quota period;

(3) Multiply the aforesaid resulting amount by the following applicable percentage: (i) Milk, 100 percent; (ii) butterfat in milk, xxx percent; (iii) cream, 75 percent; (iv) butterfat in cream, 75 percent; (v) milk, byproducts other than cottage, pot, or baker's cheese, 75 percent; and (vi) cottage, pot, or baker's cheese, 75 percent of skim milk equivalent. (For the purpose of this order, one pound of cottage, pot, or baker's cheese shall be considered as the equivalent of 7 pounds of skim milk.)

(f) *Quota limitations.* No handler shall, during any quota period, make deliveries in the sales area in excess of his respective quotas, except as set out in (i) hereof: *Provided*, That a handler may, after application to and approval by the market agent, secure an increase in milk quotas through an equivalent reduction as determined by the market agent, in cream and milk byproducts quotas, and an increase in milk byproducts quota through an equivalent reduction, as determined by the market agent, in cream quotas.

(g) *Quotas for handlers who are also producers.* Quotas for handlers who are also producers and who purchase no milk shall be computed in accordance with (e) hereof, except that the applicable percentages shall be 100 percent in lieu of the percentages specified in (e) (3).

(h) *Handler exemptions.* Quotas shall not apply to any handler who delivers in a quota period a daily average of less than 300 units of milk, cream, and milk byproducts. For the purpose of this order, a unit shall be the equivalent in volume of the following:

(1) Milk, one quart of milk;

(2) Cream, one-half pint of cream; and

(3) Milk byproduct, one quart of skim milk, buttermilk, flavored milk drink, or other beverage containing more than 85 percent of skim milk, or one-half pound of cottage, pot, or baker's cheese.

(i) *Quota exclusions and exemptions.* Deliveries of milk, milk byproducts, or cream (1) to other handlers, except for such deliveries to sub-handlers, (2) to plants engaged in the handling or processing of milk, milk byproducts, or cream from which no milk, milk byproducts, or cream is delivered in the sales area, (3) to nursery, elementary, junior high, and high schools, and (4) to the agencies or groups specified in (d) of FDO 79, shall be excluded from the computation of deliveries in the base period and exempt from charges to quotas.

(j) *Transfers and apportionment of quotas.* The market agent is empowered to deduct an amount of base period deliveries to purchasers from the total of deliveries made by a handler or other person in the base period upon the application and a showing of unreasonable hardship by the handler making deliveries to such purchasers on the effective date of this order, and to add the amount of such deliveries to the total base period deliveries of the applicant handler. Denials of transfers or transfers granted by the market agent shall be reviewed by the Director upon application.

(k) *Petition for relief from hardship.* (1) Any person affected by FDO 79 or the provisions hereof who considers that compliance therewith would work an exceptional and unreasonable hardship on him, may file with the market agent a petition addressed to the Director. The petition shall contain the correct name, address and principal place of business of the petitioner, a full statement of the facts upon which the petition is based, and the hardship involved and the nature of the relief desired.

(2) Upon receiving such petition, the market agent shall immediately investigate the representations and facts stated therein.

(3) After investigation, the petition shall be certified to the Director, but prior to certification the market agent may (i) deny the petition, or (ii) grant temporary relief for a total period not to exceed 60 days.

(4) Denials or grants of relief by the market agent shall be reviewed by the Director and may be affirmed, modified, or reversed by the Director.

(l) *Reports.* Each handler shall transmit to the market agent on forms prescribed by the market agent the following reports:

(1) Within 20 days following the effective date of this order, reports which show the information required by the market agent to establish such handler's quotas;

(2) Within 20 days following the close of each quota period, the information required by the market agent to establish volumes of deliveries of milk, cream, and milk byproducts during the preceding quota period; and

(3) Handlers exempt from quotas pursuant to (h) hereof shall, upon the request of the market agent, submit the information required by the market agent to establish volumes of deliveries of milk, cream, and milk byproducts.

(m) *Records.* Handlers shall keep and shall make available to the market

agent such records of receipts, sales, deliveries, and production as the market agent shall require for the purpose of obtaining information which the Director may require for the establishment of quotas as prescribed in (b) of FDO 79.

(n) *Distribution schedules.* The distribution schedules, if any, to be followed by the handlers in making deliveries shall be made effective in the terms of approval by the Director of such schedules.

(o) *Expense of administration.* Each handler shall pay to the market agent, within 20 days after the close of each calendar month, an assessment of \$0.015 per hundredweight of each of milk, cream, skim milk, buttermilk, flavored milk drinks, beverages containing more than 85 percent of skim milk, and skim milk equivalent of cottage, pot, or baker's cheese delivered during the preceding quota period and subject to quota regulations under the provisions hereof.

(p) *Violations.* The market agent shall report all violations to the Director together with the information required for the prosecution of such violations, except in a case where a handler has made deliveries in a quota period in excess of a quota in an amount not to exceed 5 percent of such quota, and in the succeeding quota period makes deliveries below that quota by at least the same percent.

(q) *Bureau of the Budget approval.* The record keeping and reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942. Subsequent record keeping or reporting requirements will be subject to the approval of the Bureau of the Budget

pursuant to the Federal Reports Act of 1942.

(r) *Effective date.* This order shall take effect at 12: 01 a. m., e. v. t., May 1, 1944.

(E. O. 9220, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 5th day of April 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-4869; Filed, April 5, 1944;
4:22 p. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 59 Stat. 176; E.O. 9024, 7 F.R. 323; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3659, 3636; F.R. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 3293—CHEMICALS

[General Allocation Order M-300, as Amended Mar. 16, 1944, Amdt. 2]

CHEMICALS AND ALLIED PRODUCTS

Appendices A, B and C of § 3293.1030 General Allocation Order M-300 are amended to read as follows:

NOTE: Appendices A, B and C are reissued and are to be reprinted as they appear in Amendment 1 issued March 22, 1944, with the following items added to Appendix A:

1	2	3	4	5	6	7
Formaldehyde.....	9 (Issued 4-6-44).....	11th (11th if supplier is dealer).....	22th.....	10,000 lbs. (37% sol.).....	None.....	Month.....
Paraformaldehyde.....	10 (Issued 4-6-44).....	12th.....	23th.....	3,000 lbs.....	None.....	3-1-43.....
Hexamethylenediamine.....	11 (Issued 4-6-44).....	13th.....	24th.....	10,000 lbs.....	None.....	3-1-43.....
Pentaerythritol.....	12 (Issued 4-6-44).....	14th.....	25th.....	100 lbs.....	None.....	3-1-43.....

Issued this 6th day of April 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-4946; Filed, April 6, 1944;
4:26 p. m.]

PART 1167—LIQUEFIED PETROLEUM GAS EQUIPMENT

[Limitation Order L-86, as Amended April 7, 1944]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of liquefied petroleum gas and liquefied petroleum gas equipment for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1167.1 *General Limitation Order L-86—(a) Applicability of other orders.* This order and all transactions are sub-

ject to all applicable orders and regulations of the War Production Board.

(b) *Definitions.* (1) "Liquefied petroleum gas equipment" means equipment (other than marine, rail, pipeline or truck facilities used in transportation of liquefied petroleum gas and other than equipment used in natural gasoline recovery or refining as these terms are defined in Order P-93-b), or parts thereof, used to contain, distribute or dispense propane, propylene, butanes, butenes, or any combination or dilution thereof commonly known as liquefied petroleum gas.

(2) "Material" means any commodity, equipment, accessory, part, assembly, or product of any kind.

(3) "Maintenance and repair" means (without regard to accounting practice) the upkeep of liquefied petroleum gas equipment in a sound working condition or the restoration or fitting of any liquefied petroleum gas equipment which has broken down or is worn out, damaged or destroyed.

"Maintenance and repair" shall not include either of the following: (a) the use of material for the improvement of liquefied petroleum gas equipment through the replacement of material in the existing installation, unless the equipment which is replaced is beyond economic repair or has been rendered unusable by fire or other hazard or natural cause and is scrapped or junked; or (b) the use of material for additions to or expansions of liquefied petroleum gas equipment.

(c) *Conservation of liquefied petroleum gas equipment.* Unless permitted by paragraph (d), no person shall install liquefied petroleum gas equipment or deliver or otherwise supply any such equipment for installation purposes.

(d) *Exceptions.* Liquefied petroleum gas equipment or parts may be installed:

(1) Where material is to be used by a person for the maintenance and repair of liquefied petroleum gas equipment;

(2) Where containers of equal capacity are exchanged (or a container replaced by one of lesser capacity) on the premises of any person in the normal course of distribution of liquefied petroleum gas;

(3) Where the equipment to be installed was installed and in actual use prior to April 1, 1942 and was withdrawn from such use on or subsequent to that date. However, such equipment may not be installed under this subparagraph if it is to be installed either for the purpose of burning or consuming liquefied petroleum gas in an internal combustion engine or for operating an additional gas consuming appliance or apparatus in connection with liquefied petroleum gas equipment currently installed or in use;

(4) Where the War Production Board or the Petroleum Administration for War has determined that the use of liquefied petroleum gas equipment is necessary and appropriate in the public interest and to promote the war effort. Application for such a determination shall be made on Form WPB-809 (Revised) and filed with the Petroleum Administration for War, 855 Subway Terminal Building, Los Angeles 13, California, or Petroleum Administration for War, Interior Building, Washington 25, D. C. whichever is appropriate, Ref: L-86. Only those persons who wish to install liquefied petroleum gas equipment for use in PAW District Five may file an application in Los Angeles, California.

(e) *Required certification.* Any person acquiring liquefied petroleum gas equipment shall endorse on all copies of each purchase order or contract for such equipment which are placed with any person, a statement in substantially the following form:

The liquefied petroleum gas equipment which is ordered in this purchase order (or contract) is to be used in conformity with the provisions of General Limitation Order L-86, with the terms of which order the undersigned is familiar.

This certification, or any other applicable certification made available by Priorities Regulation No. 7, must be used in accordance with the provisions of that regulation. The regulation provides specifically that the certification must be

signed manually or, under certain conditions, by use of a facsimile signature.

Where liquefied petroleum gas equipment is to be acquired for maintenance and repair purposes the one-time certification prescribed by Priorities Regulation No. 7 may be used.

No certification of any kind need be made where containers are replaced or exchanged as permitted by paragraph (d) (2) above.

(f) *Violations.* Any person who willfully violates any provision of this order or who willfully furnishes false information to the Petroleum Administration for War or the War Production Board in connection with this order is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of or from processing or using material under priority control and may be deprived of priorities assistance by the War Production Board.

Issued this 7th day of April 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

NOTE: Interpretation 1 is obsolete.

[F. R. Doc. 44-4971; Filed, April 7, 1944;
11:22 a. m.]

PART 1167—LIQUEFIED PETROLEUM GAS EQUIPMENT

[Limitation Order L-86, Direction 1]

PLACEMENT OF ORDERS FOR LIQUEFIED PETROLEUM GAS TANKS WITH TANK MANUFACTURERS

The following direction is issued pursuant to Limitation Order L-86.

(a) *What this direction covers.* This direction establishes rules governing the placement of orders for liquefied petroleum gas tanks with tank manufacturers. This direction shall not apply to the placement of orders for portable compressed gas cylinders of the type commonly used for domestic or household installations.

(b) *Original approval or authorization must be given to manufacturers.* Before certain installations or deliveries of liquefied petroleum gas tanks can be made it is required by Order L-86 that approval be requested by an application on Form WPB-809 revised (formerly PD-397). If approval of any such application is granted on Form WPB-809 revised, Form GA-855, or other written authorization, the original authorization received from the War Production Board or the Petroleum Administration for War must be submitted to the manufacturer together with a purchase order certified in accordance with paragraph (e) of Order L-86. No tank manufacturer shall deliver and no person shall accept delivery of a tank unless the original authorization and a certified purchase order are both submitted to the tank manufacturer.

After a purchase order is accepted by the tank manufacturer, he shall endorse on the original authorization his name and the number of tanks to be delivered on the basis of the authorization which has been sent to him. He must then return the endorsed authorization to the purchaser who has ordered the tank(s).

(c) *Order must be placed with tank manufacturer within 60 days:* An approved Form WPB-809 revised, Form GA-855 or other authorization must be used to purchase lique-

fied petroleum gas tanks covered by it within 60 days of the date of approval. Unless the authorization is mailed by the applicant (purchaser) within that 60 day period, the approval shall be void and of no effect, and it will be necessary to reapply for the tanks covered by such application or other authorization.

Issued this 7th day of April 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-4972; Filed, April 7, 1944;
11:22 a. m.]

PART 1167—LIQUEFIED PETROLEUM GAS EQUIPMENT

[Limitation Order L-86, Direction 2]

RESTRICTIONS ON THE DELIVERY OF LIQUEFIED PETROLEUM GAS

The following direction is issued pursuant to Limitation Order L-86:

(a) *Definitions.* (1) "Motor vehicle" means any rubber tired self-propelled conveyance, the motor power for which is furnished by an internal combustion engine designed for operation by motor fuel and which is built primarily for the purpose of transporting persons or property.

(2) "Passenger automobile" means any motor vehicle, other than an ambulance, hearse, taxi cab or jitney, which is built primarily for the purpose of transporting persons on the highways and has a rated seating capacity of seven or less; and includes station wagons and suburban carryalls, irrespective of seating capacity, which are not available for hire or public rental.

(3) "Liquefied petroleum gas" means propane, propylene, butanes, butenes, or any combination or dilution thereof commonly known as liquefied petroleum gas.

(b) *Restrictions on delivery of liquefied petroleum gas.* No person may deliver or otherwise supply, and no person may accept delivery of, liquefied petroleum gas for use as motor fuel in a passenger automobile.

(c) *Appeals.* Any person affected by this direction or any action taken hereunder who considers that compliance therewith would work an exceptional and unreasonable hardship upon him may appeal to the District Director in Charge, Petroleum Administration for War, 855 Subway Terminal Building, Los Angeles 13, California, or to the Petroleum Administration for War, Interior Building, Washington 25, D. C., whichever is appropriate, setting forth pertinent facts and reasons why he considers himself entitled to relief.

Only those persons who reside or are affected in PAW District 5 by this direction shall appeal to the District Director in charge in Los Angeles.

Issued this 7th day of April 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-4973; Filed, April 7, 1944;
11:22 a. m.]

PART 3175—REGULATIONS APPLICABLE TO CONTROLLED MATERIALS PLAN

[CMP Reg. 1, Direction 48]

PURCHASES OR SALES OF CONTROLLED MATERIALS THROUGH AN INTERMEDIARY

The following direction is issued pursuant to CMP Regulation 1.

(a) This direction explains how a person (who is called an "intermediary" in this di-

rection) acting for either a seller or purchaser, can place purchase orders for steel, copper, or aluminum for delivery to the purchaser. It covers sales of idle or excess inventories as well as sales of controlled materials by a producer or a distributor.

(b) An intermediary receiving an order for controlled materials may order from the supplier the same quantity of material for delivery as directed by the customer, but he must furnish with his own purchase order a copy of the endorsement received from the customer, including the customer's name and CMP allotment number or symbol, or a copy of the specific permission for the purchase or sale of the material granted by the War Production Board.

(c) A purchase order so placed may, but need not, be accepted by the supplier. If accepted, it shall have the same status under War Production Board orders and regulations as if placed directly by the customer. If the supplier rejects such an order when he has material (or open space on his production schedule) available to fill it, he must immediately notify the intermediary in writing that he is prepared to fill the order direct from the customer or through another person.

(d) The intermediary may not, at any time during such a transaction, take title to the material. However, if under applicable laws the intermediary may pay the supplier and invoice his customer without himself taking title to the material, this direction permits him to do so.

(e) This direction does not apply to copper controlled material producers or warehouses when purchasing copper as intermediaries. The procedure to be followed by a copper controlled material producer or warehouse when purchasing copper as an intermediary is described in paragraph (f) (2) of CMP Regulation No. 4 and in Direction No. 9 to CMP Regulation No. 1.

Issued this 7th day of April 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-4974; Filed, April 7, 1944;
11:21 a. m.]

PART 3270—CONTAINERS

[Conservation Order M-31, Direction 2]

CANS

The following direction is hereby issued with respect to Conservation Order M-31 (§ 3270.31):

Notwithstanding the provisions of paragraph (b) of this order putting packing quotas on an annual basis, no person shall, during the second quarter of 1944, purchase, accept delivery of or use for packing any product which is listed in Schedule III more than 25% of his annual packing quota for that product. This direction shall not apply in the case of the following commodities listed in Schedule III:

Item	Product
2	Alcohol—Pharmaceutical and chemically pure.
4	Antifreeze, ethylene glycol type.
14	Chloroform and ether.
21	Disinfectants and germicides, liquid.
26	Grain fumigant, liquid.
34	Insecticides and fungicides, liquid.
37	Nicotine sulphate.
46	Phenol.

Issued this 7th day of April 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-4975; Filed, April 7, 1944;
11:21 a. m.]

PART 3290—TEXTILE, CLOTHING & LEATHER

[Conservation Order M-91, as Amended
Apr. 7, 1944]

COTTON DUCK

Section 3290.56 General Preference
Order M-91 is hereby amended to read as follows:

Definitions

§ 3290.56 Conservation Order M-91.
(a) (1) "Cotton duck" means cotton fabrics commonly known by that name, in any weight, 15 inches or wider, in the grey, bleached, dyed, printed or proofed state, including but not limited to the following types:

- (1) Shelter tent duck
- (2) Numbered (wide or call) duck.
- (3) Narrow or naught duck
- (4) Hose or belting duck
- (5) Harvester duck
- (6) Filter duck or twills, plied yarn
- (7) Chafer duck (chafer fabric), single or plied yarn
- (8) Army duck (including woven awning stripe)
- (9) Single or double filling flat duck
- (10) Shoe duck
- (11) Gem duck
- (12) Bootleg duck
- (13)OUNCE duck
- (14) Enamelling duck
- (15) Cover duck
- (16) Apron duck

(2) "Producer" means a producer of cotton duck.

Restrictions

(b) No producer shall deliver cotton duck even though he receives a rated order, unless:

(1) It is to fill a direct order or contract (not including subcontracts) with the Army or Navy of the United States, the Maritime Commission, the War Shipping Administration, or other persons pursuant to authorization by the Maritime Commission on Form WPB-646; or

(2) It is the product of looms which on April 7, 1944, were producing or were assigned to produce cotton duck for manufacture into items listed on Schedule A, and the purchaser states in writing that it will be used for that purpose; or

(3) The producer is authorized, after application by him on Form WPB-678 (formerly PD-329), to deliver it for specified purposes. Deliveries of cotton duck, when so authorized, shall be made by such producer as nearly as possible pro rata to purchasers of cotton duck from him for the specified purposes during the year 1943, and only to purchasers who certify that the cotton duck will be used only for the purposes specified in the authorizations; or

(4) The purchaser is authorized, after application by him on Form WPB-678 (formerly PD-329) to accept delivery of cotton duck. However, no purchaser needing cotton duck for direct or ultimate delivery to, or for incorporation into any material to be delivered directly or ultimately to the Army or the Navy of the United States, the Maritime Commission or the War Shipping Administration, will be authorized to buy it unless, before filing his application with the WPB on Form 678, he has first made application for the necessary duck to the agency whose prime contract is to be

filled or to the Office of the Quartermaster General, Washington, D. C., and accompanies his application to the WPB with a letter from such agency or the Office of the Quartermaster General refusing the delivery requested; or

(5) It has been rejected in writing by both the Army and Navy of the United States; or

(6) It is in lengths not exceeding ten yards produced in the ordinary course of manufacture; or

(7) To fill a subcontract entered into with the producer prior to April 7, 1944 for ultimate delivery to the Army or Navy of the United States, the Maritime Commission, or the War Shipping Administration; or

(8) The cotton duck is of the types above listed in subparagraphs (a) (8) to (a) (16) inclusive, and has been bleached, dyed, printed or proofed, prior to April 30, 1944 and is delivered to fill contracts or orders entered into prior to April 7, 1944.

(c) No producer who has any loom designated for but not needed to fill orders for cotton duck for manufacture into items listed on Schedule A, shall use such looms except for deliveries to the Army or Navy of the United States. Notwithstanding any contract or purchase order made with the Army or Navy of the United States for the production of such looms, the War Production Board may at any time direct that the production of such looms shall be delivered solely or to the extent designated for manufacture into items listed on Schedule A.

(d) No industrial consumer shall:

(1) Accept delivery in a calendar month of cotton duck designated for Schedule A items, in excess of $\frac{1}{12}$ of the yards or pounds (whichever is the standard unit of purchase) which such person put into process in 1941 for the manufacture of such items.

(2) Accept delivery of Schedule A items, unless required by him within sixty days after receipt for actual use or resale in the 48 states (or within ninety days after receipt for actual use or resale outside the 48 states) or to enable him to have minimum spare materials in stock as a reserve for emergency breakdown.

(e) No producer shall manufacture any cotton duck on looms which on April 7, 1944 were operating on or were assigned to produce cotton duck for incorporation into any item on Schedule A, except cotton duck for incorporation into Schedule A items, or for delivery to the Army or Navy of the United States to the extent permitted by paragraph (c).

General Provisions

(f) All communications concerning this order shall, unless otherwise directed in writing, be addressed to the War Production Board, Textile, Clothing and Leather Bureau, Washington 25, D. C., Ref. M-91.

(g) Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(h) Any person who wilfully violates any provision of this order, or who in

connection with this order wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries or from processing or using materials under priorities assistance by the War Production Board.

(1) This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time, except as otherwise provided in this order.

Issued this 7th day of April 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A

PART I—HOSE MANUFACTURED FROM HOSE DUCK AND CHAFER FABRICS

- A. Air drill (2" size and over, only).
Butane and propane.
Cement gun (1½" size and over, only).
Chemical (including foamite) (1½" size and over only).
Flexible pipe (3" size and over, only).
Grouting, hydraulic, jetting.
Lubrication, high pressure (1" and over, only).
Pneumatic (2" size and over, only).
Railroad (car and engine equipment):
Air brake.
Air signal.
Railroad (shop and maintenance):
Air or pneumatic (2" size and over, only).
Steam (for uses involving pressure of 50 lbs. or more).
Rotary drilling.
Sand blast (1¼" size and over, only).
Steam hose (for uses involving pressures of 50 lbs. or more).
Suction (and/or discharge)—3" sizes and over, only.
Oil, and other petroleum products and molasses.
Sand.
Water.
Water (3" size and over, only).
- B. Acid.
Air drill (sizes under 2").
Beverage.
Cement gun (sizes under 1½").
Chemical (sizes under 1½").
Creamery.
Divers air.
Dredging sleeves.
Dust.
Flexible pipe (sizes under 3").
Lubrication, high pressure (sizes under 1").
Pneumatic (sizes under 2").
Radiator.
Railroad (car and engine equipment):
Tender tank.
Railroad (shop and maintenance):
Air (sizes under 2") steam (for working pressures less than 50 lbs.).
Water, welding, and other essential types.
Sand blast (sizes under 1¼").
Spray (industrial and agricultural).
Steam (for working pressures less than 50 lbs.).
Suction (and/or discharge) (sizes under 3"):
Oil, and other petroleum products and molasses.
Sand.
Water.

- B. Acid—Continued.
Tank wagon, oil and other petroleum products.
Vacuum (industrial).
Ventilating.
Water (sizes under 3").
Welding.

PART II—BELTING, PACKING AND MISCELLANEOUS FABRIC PRODUCTS MANUFACTURED WITH OR WITHOUT RUBBER OR BALATA FROM BELTING OR OTHER COTTON DUCKS

- A. Belting:
Conveyor (all types).
Elevator.
Hog-beater.
Power transmission, flat.
Power transmission, vee type, industrial and agricultural machinery.
- B. Packings:
Sheet, strip, rod, coil and other mechanical packings.
- C. Miscellaneous Products:
Band saw bands.
Card clothing.
Chute and tumbling barrel liners.
Cleats and bucket pads.
Draper and feed aprons.
Drop hammer pads.
Escalator hand rails.
Granite slings.
Laundry machine tapes.
Linoleum forming belts.
Linemen's straps.
Loom and harness strapping.
Polishing belts.
Printers and lithographers supplies.
Pulley lagging.
Round belts and belting.
Rut aprons and condenser tapes.
Screen diaphragms.
Street sweepers belts.
Tank and dam seals.

PART III—"COTTON DUCK" PRODUCTS PRODUCED FROM NUMBERED OR FILTER DUCK AND FILTER TOWLS

- Chemical filters.
Cane and beet sugar industrial filters.
Oil and wax filters.
Paint filters.
Dyestuff filters.
Filters used in the processing of food products.
Mining, quarrying and smelting filters.
Filters used in the processing of ceramics.
Cement filters.

PART IV—CHAFER FABRICS

Chafers fabrics for use in pneumatic rubber tires.

INTERPRETATION 1

NOTE: Interpretation 1 is obsolete.

[F. R. Doc. 44-4977; Filed, April 7, 1944; 11:21 a. m.]

PART 3296—SAFETY AND TECHNICAL EQUIPMENT¹

[General Limitation Order L-259, as Amended Apr. 7, 1944]

PHYSICAL THERAPY EQUIPMENT

The fulfillment of requirements for the defense of the United States has created a shortage in the supply for defense, for private account and for export of the materials entering into the manufacture of physical therapy equipment; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3296.91¹. *General Limitation Order L-259—(a) Definitions.* For the purposes of this order:

(1) "Physical therapy equipment" means apparatus, equipment, devices and appliances designed to produce, generate, apply or administer spectral rays (except X-rays), electrical currents, mechanical stimuli, heat, refrigerants, liquids, gases or vapors to man or other animals in a manner designed to produce therapeutic effect or to destroy body tissue. The term shall include only the following articles, as each is hereinafter defined: medical diathermy units; surgical diathermy units; fever cabinets; infra-red generators; galvanic generators; faradic generators; sinusoidal generators; low voltage generators; magnetic field generators; whirlpool baths; electric massagers; bath cabinets; passive vascular exercise apparatus; baldness treatment devices; ultra-violet radiation equipment; electric bakers; and heat applicators. The term shall not include any parts or materials for the repair or maintenance of existing equipment.

(2) "Medical diathermy unit" means any instrument designed to produce heat for therapeutic purposes within the body tissues by means of a high frequency electric current generated by a spark gap or a vacuum tube type of oscillator. The term shall include "conventional" or long wave diathermy, short wave diathermy, and ultra short wave diathermy.

(3) "Surgical diathermy unit" means a diathermy unit employing a high frequency electric current which is designed for the performance of surgical procedures by cutting, coagulation and/or dessication and which is not adaptable for medical diathermy treatment.

(4) "Fever cabinet" means a cabinet or bag designed to induce fever artificially by radiant or induced heat.

(5) "Infra-red generator" means a device consisting essentially of a heating element centered in a spherical, parabolic or similar concave reflector, which radiates infra-red rays and which is designed to produce therapeutic effect. The heating element may be either an incandescent bulb, a carbon, or a radiant cone, coil or disc. The term includes those devices commonly called "therapeutic lamps".

(6) "Galvanic generator" means a generator designed to deliver and apply direct current (galvanic current) to the body tissues or to deposit the ions of certain salts in solution into the body tissues.

(7) "Faradic generator" means a generator designed to deliver and apply induced electric current (faradic current) to the body tissues.

(8) "Sinusoidal generator" means a generator designed to deliver and apply sinusoidal current to the body tissues.

(9) "Low voltage generator" means a generator designed to deliver and apply

¹ Formerly Part 3187, § 3187.1.

two or all three of the following currents to the body tissues: faradic, galvanic and sinusoidal.

(10) "Magnetic field generator" means a device designed to produce therapeutic effect by creating a magnetic field in the body tissues. However, the term does not include "medical diathermy units" or "surgical diathermy units".

NOTE: Former subparagraph (9) redesignated (11) and former subparagraphs (10) and (11) deleted Apr. 7, 1944.

(11) "Whirlpool bath" means a container designed to circulate thermally controlled liquids around portions of the body to produce therapeutic effect. The term shall include, but not by way of limitation, arm and leg baths and underwater exercise tanks.

(12) "Passive vascular exercise apparatus" means apparatus designed to apply alternating negative and positive pressures to portions of the body, but the term shall not include "iron lungs" nor baldness treatment devices.

(13) "Baldness treatment device" means any device or equipment designed to check or treat baldness by applying alternating negative and positive pressures to the scalp.

(14) "Ultra-violet radiation equipment" means any generator designed to generate ultra-violet spectral energy to produce therapeutic effect. The term shall include both the carbon arc and quartz mercury types of generators.

(15) "Electric massager" means any device which is designed to massage the human body and which utilizes an electric motor, electronic tubes, oscillating tubes, or any combination thereof. The term shall include, but not by way of limitation, electric vibrators and reducing machines.

(16) "Bath cabinet" means a cabinet or box designed to enclose the body for the purpose of administering either moist or dry heat.

(17) "Electric baker" means a device designed for local and general application of radiant heat which utilizes a roof-like reflector and two or more incandescent light bulbs or electric heating elements, or in some cases both incandescent bulbs and electric heating elements.

(18) "Heat applicator" means any device, appliance or equipment which utilizes liquids, air, or any other substance or material and which is designed to apply heat to the body for therapeutic purposes, other than medical diathermy units, surgical diathermy units, fever cabinets, infra-red generators, whirlpool baths, paraffin baths, therapeutic lamps, bath cabinets, electric bakers, hot water bottles and chemical bags, and accessories used in connection with such articles.

(19) "Hospital" means any institution named on the list of hospitals listed by the American Medical Association, or any other institution for the care of the

sick and disabled which has five or more beds for patients.

(20) "Licensed medical practitioner" means any person located in the United States, its territories or possessions, or the Dominion of Canada who is licensed by the competent legal authority to practice medicine or any of the healing arts and whose license permits him to use physical therapy equipment in his practice.

NOTE: Subparagraphs (21) and (22), formerly (20) and (21), redesignated Apr. 7, 1944.

(21) "Persons" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons whether incorporated or not.

(22) "Distributor" means any person located in the United States, its territories or possessions, or the Dominion of Canada, who purchases physical therapy equipment solely for the purpose of resale without further fabrication.

(b) Restrictions on the manufacture of physical therapy equipment. No person shall manufacture or continue the manufacture of any physical therapy equipment except the permitted items listed on Schedule A, attached hereto.

(c) Restrictions on sale and delivery of physical therapy equipment. (1) No person shall sell, rent or deliver any fever cabinet, galvanic generator, low voltage generator, magnetic field generator, medical diathermy unit, passive vascular exercise apparatus, surgical diathermy unit, or whirlpool bath, except to or for the account of the following persons:

(i) The Army or Navy of the United States, the United States Maritime Commission and the War Shipping Administration;

(ii) Any agency of the United States Government for delivery to or for the account of the government of any country pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act);

(iii) Any person to whom an export license covering the specific equipment has been issued by the Office of Economic Warfare or the Foreign Economic Administration;

(iv) Any hospital (as defined in paragraph (a) (19)), or any medical department of an industrial concern, for the use of such hospital or medical department;

(v) Any licensed medical practitioner (as defined in paragraph (a) (20)), for use in practicing his profession;

(vi) Any distributor, for delivery to persons to whom delivery is authorized to be made by the terms of this paragraph (c) (1).

(2) No person shall sell, rent or deliver any electric baker, infra-red generator, or ultra-violet radiation equipment, except to or for the account of:

(i) Any person listed in paragraphs (i) through (v) of paragraph (c) (1) above;

(ii) Any person who presents a written order or prescription, signed by a licensed medical practitioner, calling for such equipment; or

(iii) Any distributor, for delivery to persons to whom delivery is authorized to be made by the terms of this paragraph (c) (2).

(3) The restrictions of paragraphs (c) (1) and (c) (2) shall not apply to the sale, delivery or rental of rebuilt equipment or any equipment which has at any time been sold to an ultimate user. The restrictions do apply, however, to the sale, delivery or rental of equipment which has previously been rented but not sold.

(d) Restriction on the purchase of physical therapy equipment. No person shall purchase, rent or accept delivery of any physical therapy equipment, if he knows or has reason to believe that the sale, rental and delivery of such physical therapy equipment is prohibited by the terms of paragraph (c) of this order.

(e) Reports. On or before July 10, 1944, and on or before each October 10th, January 10th, April 10th and July 10th thereafter, each manufacturer of electric bakers, infra-red generators, or ultra-violet radiation equipment shall file with the War Production Board, Washington 25, D. C., 3 copies of a letter containing a report of shipments of these items made during the preceding calendar quarter. (The first report should show the shipments made from April 7, 1944, to July 1, 1944.) Shipments should be reported by dollar value, and dollar values should be calculated on the basis of the manufacturer's list price. One total figure should be given for shipments of electric bakers, infra-red generators and ultra-violet radiation equipment, and a separate figure for shipments of each of these items is not required. Shipments to the Army and Navy of the United States, the United States Maritime Commission, the War Shipping Administration and Lend-Lease should not be included in the figure. (This reporting requirement has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.)

(f) Records. All persons affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories, production and sales.

(g) Violations. Any person who willfully violates any provision of this order,

or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(h) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(i) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board as amended from time to time.

(j) *Correspondence.* Reports to be filed and other communications concerning this order shall be addressed to the War Production Board, Safety and Technical Equipment Division, Washington 25, D. C., Ref.: L-259.

Issued this 7th day of April 1944,

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A

In accordance with the provisions of paragraph (b) of this order, no person is permitted to manufacture any physical therapy equipment except the items listed in this schedule.

Electric baker.
Fever cabinet.
Galvanic generator.
Infra-red generator.
Low voltage generator.
Magnetic field generator.
Medical diathermy unit.
Passive vascular exercise apparatus.
Surgical diathermy unit.
Ultra-violet radiation equipment.
Whirlpool bath (No metal other than sheet carbon steel, enameled, or alloy steel is permitted in the construction of the tank body).

[F. R. Doc. 44-4978; Filed, April 7, 1944; 11:21 a. m.]

Subchapter C—Director, Office of War Utilities
AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3686, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 4501—COMMUNICATIONS

[Utilities Order U-8, as Amended Apr. 7, 1944]

ORDER LIMITING THE MANUFACTURE OF TELEPHONES

The purpose of this order is to conserve materials and manufacturing capacity required for the prosecution of

the war by restricting the manufacture of telephones. However, because of the prime necessity for maintaining telephone service, this order is not intended to prevent the maintenance, repair or conversion of telephone sets, nor is it intended to prevent the manufacture of parts to maintain, repair or convert telephone sets.

§ 4501.26 *Utilities Order U-8—(a) Definitions.* For the purpose of this order:

(1) "Person" means any individual, partnership, association, business trust, corporation, receiver or any form of enterprise whatsoever, whether incorporated or not.

(2) "Standard telephone set" means any telephone set except those on List B attached. It does not include any of the apparatus or wiring set forth on List A attached.

(3) "Wire intercommunicating telephone set" means any telephone set for use in a wire intercommunicating system which is not owned by a public telephone system and does not involve the use of substantial amounts of outside plant. Thus, it includes any telephone set for use in connection with a system contained within a building or within a group of buildings located nearby one another. It does not include a telephone set for use in a system employing large amounts of outside plant such as are required by the telephone lines of railroad or pipe line companies. Nor does it include a wire intercommunicating set which employs electronic tubes as an essential part of such set.

(b) *Restrictions.* (1) No person shall produce any standard telephone sets except:

(i) To fill orders of the kind shown on List C, or

(ii) To maintain an inventory specifically permitted by the War Production Board.

However, any person may maintain, repair or convert existing standard telephone sets.

(2) No person shall produce parts of standard telephone sets, except:

(i) For the maintenance, repair or conversion of existing telephone sets, or

(ii) For non-telephone use, or

(iii) For another person who regularly produces or assembles telephones for sale.

Any person producing telephone parts may produce any part in a minimum production run whenever his inventory contains less than a 60 days supply.

(3) No person shall sell parts of standard telephone sets manufactured after November 15, 1942 unless the buyer certifies in writing to the seller and the War Production Board that the parts are to be used:

(i) For maintenance, repair or conversion of existing telephone sets, or

(ii) For non-telephone use, or

(iii) To assemble telephone sets permitted by Order U-8, or

(iv) To assemble standard telephone sets permitted by a specific grant of relief from the restrictions of Order U-8 by the War Production Board.

However, parts manufactured and sold under a specific WPB permission to produce or assemble a complete telephone(s), may be resold without a certification as to use.

The requirement of this paragraph (b) (3) will be satisfied for all future purchase orders for telephone parts if the buyer makes a single written certification to his supplier and the War Production Board that all telephone parts ordered by him will be used only in ways described in this paragraph.

(4) No person shall produce or assemble any wire intercommunicating telephone sets except:

(i) To fill an order bearing a preference rating of AA-5 or higher for a maintenance replacement of an existing set or for additional stations within the designed capacity of an existing system.

(ii) To fill an order specifically authorized and rated by the War Production Board on Form WPB-1319 for telephones in connection with a new wire intercommunicating system or with an addition beyond the designed capacity of an existing wire intercommunicating system. Applications for such specific authorization shall be addressed to the Communications Division, Office of War Utilities, Washington (25), D. C.

(iii) To fill orders of the kinds shown on List C.

(iv) To maintain an inventory specifically permitted by the War Production Board.

(c) *Records.* All persons who produce telephone sets or parts shall keep and preserve for not less than two years accurate and complete records concerning production and sale of telephone sets and parts. Any person who sells telephone parts manufactured after November 15, 1942 for which a buyer's certification is required by paragraph (b) (3) shall keep and preserve the buyer's certification(s) for not less than two years.

(d) *Reports.* All persons who produce or assemble telephone sets or parts shall make such reports as shall be required from time to time by the War Production Board; subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(e) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from process or use of, material under priority control, and may be deprived of priorities assistance.

(f) *Appeals.* Any person affected by this order may apply for relief by letter, specifying the particular provision involved and stating all the facts on which he relies.

(g) *Communications.* All reports required and all communications concern-

ing this order shall be addressed to the Communications Division, Office of War Utilities, War Production Board, Washington (25), D. C., Reference: U-8.

Issued this 7th day of April 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST A—ITEMS NOT AFFECTED BY THE ORDER

1. Jacks and plugs.
2. Switching keys.
3. Extension bells.
4. Loud-ringing bells.
5. Connecting blocks.
6. Protectors.
7. Station, drop and line wiring and cabling.
8. Battery boxes.
9. Dials or equivalent calling devices.

LIST B—TELEPHONES WHICH MAY BE MANUFACTURED

1. Head and chest telephone sets.
2. Telephone test sets for use in connection with the construction and maintenance of wire communication plant.
3. Any telephone set assembled in connection with a coin collecting device for use as a public pay station.
4. Outdoor and mine type telephone sets which are so designed as to employ a minimum of critical materials consistent with the essential service requirements.
5. Explosion proof sets for use in mines, and in locations in munitions plants and other essential industries where the use of a standard telephone set would give rise to danger of explosion.
6. Telephone sets, of special design, required for use on shipboard or in connection with underwater and flying operations and for gas masks.
7. Portable telephone sets (outdoor type) and sound powered telephone sets for use by railroads, pipe line companies, the Coast and Geodetic Survey, the Forest Service and the Alaska Highway.
8. Telephone sets for railroad train dispatching service or for railroad traffic control service, or for service with railway electric switch locks.
9. Push-to-talk handsets, that is, handsets having a selector device which permits the use of either the transmitter or the receiver or both, for use by the armed services.

LIST C—PERSONS FOR WHOM TELEPHONES MAY BE MANUFACTURED

1. Any telephone set or part ordered by, or for the account of, or for resale to, the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration, the Panama Canal, the Coast Guard, and the Civil Aeronautics Administration.
2. Any telephone set or part for use in combat or for combat equipment, ordered by, or for the account of, or for resale to, the government of any of the following countries: Belgium, China, Czechoslovakia, Free France, Greece, Iceland, Netherlands, Norway, Poland, Russia, Turkey, United Kingdom, including its dominions, crown colonies and protectorates, and Yugoslavia, or any other country, including those of the Western Hemisphere, now or hereafter designated, pursuant to the Act of March 11, 1941 entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act).

[F. R. Doc. 44-4976; Filed, April 7, 1944; 11:21 a. m.]

TITLE 10—ARMY: WAR DEPARTMENT

Chapter VII—Personnel

PART 78—DECORATIONS, MEDALS, RIBBONS, AND SIMILAR DEVICES

AMERICAN DEFENSE SERVICE MEDAL

Paragraph (b) (1) of § 78.40 is amended to read as follows:

§ 78.40 *American Defense Service Medal.* * * *

(b) *Organizations in which service required.* (1) American Defense Service Medals are awarded for rendition of the prescribed service to persons inducted into the land forces of the United States under act 16 September 1940 (Public No. 783, 76th Cong.; Selective Training and Service Act of 1940), as amended, regardless of the component in which they served. The medal also is awarded to other personnel of the Army for rendition of the prescribed service in any one or more of the following only:

- (i) Regular Army, including the Philippine Scouts and the Regular Army Reserve while serving on active duty.
- (ii) Volunteer forces duly mustered into the Federal service.
- (iii) National Guard called or ordered into the Federal service.
- (iv) Organized Reserves, including the Enlisted Reserve Corps, while serving on active duty to which ordered or on which placed by the President.
- (v) Philippine Army and Philippine Constabulary mustered into the service of the United States. (E.O. 8203 and 45 Stat. 500, 47 Stat. 158; 10 U.S.C. 1415a, 1415b) [Par. 6a, W.D. Cir. 27, 1944, as amended by W.D. Cir. 129, April 3, 1944]

[SEAL] ROBERT H. DUNLOP,
Brigadier General,
Acting the Adjutant General.

[F. R. Doc. 44-4951; Filed, April 7, 1944; 10:00 a. m.]

TITLE 46—SHIPPING

Chapter I—Coast Guard: Inspection and Navigation

AMENDMENT TO REGULATIONS AND APPROVAL OF EQUIPMENT

By virtue of the authority vested in me by R.S. 4405, 4417a, 4426, 4488, 4491, as amended, 49 Stat. 1544, 54 Stat. 163-167 (46 U.S.C. 375, 391a, 404, 481, 409, 367, 526-526b), and Executive Order 9083, dated February 28, 1942 (7 F.R. 1609), the following amendment to the regulations and approval of equipment are prescribed:

Subchapter O—Regulations Applicable to Certain Vessels and Shipping During Emergency

PART 153—BOATS, RAFTS, AND LIFESAVING APPLIANCES; REGULATIONS DURING EMERGENCY

ABANDON-SHIP KIT

Section 153.14a is amended by changing the fourth item in the articles required in the abandon-ship kit in the

first undesignated paragraph to read as follows:

§ 153.14a *Abandon-ship kit.* * * *

4 ounces of light mineral oil (liquid petroleum U. S. P.) or 4 ounces of an approved cleansing solution in bottle having a screw cap.

ITEMS OF EQUIPMENT APPROVED

BUOYANT APPARATUS

20-person buoyant apparatus utilizing styrofoam as the buoyant material (Dwg. No. B. A. 2, dated 23 March, 1944), submitted by Leyde & Leyde, Falls Church, Virginia.

DAVITS

Schat davit, type M. D. 45-10.5 (Arrangement of P. H. A. davits, B. U. type for 22' lifeboats Dwg. No. B. A. 342, dated 20 January, 1944) (Maximum working load of 10,000 pounds per set), submitted by the Lane Lifeboat & Davit Corp., Foot of 40th Road, Flushing, N. Y.

Schat davit, type R. D. 5-10 (Arrangement Dwg. No. C. A. 395, dated 10 January, 1944) (Maximum working load of 5,200 pounds per set), submitted by the Lane Lifeboat & Davit Corp., Foot of 40th Road, Flushing, N. Y.

FLASHLIGHT

Watertight flashlight, model No. 3450 (Assembly Dwg. No. 3450, dated 11 November, 1943, and Material List No. 3450, dated 23 November, 1943), submitted by the Fulton Manufacturing Company, Wausau, Ohio.

EMBARKATION-DEBARKATION LADDERS

"Viking" chain suspension, Type A, embarkation-debarkation ladder (Dwg. No. 561-S1604-2, dated 11 March, 1944), submitted by Ballard Rigging & Sailloft Co., 314 Colman Bldg., 311 Spring St., Seattle, Washington.

"Viking" wire rope suspension, Type B, embarkation-debarkation ladder (Dwg. No. 561-S-1604-3, dated 11 March, 1944), submitted by Ballard Rigging & Sailloft Co., 314 Colman Bldg., 311 Spring St., Seattle, Washington.

LIFE PRESERVER

Style No. LP-1 adult kapok life preserver, removable pads (Dwg. No. LP-1, dated 17 February, 1944) (For general use and for use in conjunction with rubber lifesaving suits), Approval No. B-215, manufactured by H. D. Gihon, Inc., 21 Mulrhead Avenue, Trenton, New Jersey.

PORTABLE ELECTRIC MEGAPHONE

Portable electric megaphone (Assembly Dwg. dated 17 March, 1944), submitted by the National Scientific Products Company, Inc., 5913-25 N. Kedzie Avenue, Chicago, Illinois.

LIFE RAFTS

20-person, improved type, well deck life raft (Dwg. No. M765, dated 23 March, 1944), submitted by Reef Structures, Inc., 45 West 45th Street, New York, N. Y.

20-person, improved type, life raft (General Arrangement Dwg. No. 8040-D-1, dated 24 March, 1944), submitted by Colvin-Slocum Boats, Inc., Amesbury, Mass.

SEA ANCHOR

Sea anchor, type GA-1 (U. S. Coast Guard Dwg. No. MRM-562, and specification dated 1 November, 1943), submitted by the Globe American Corp., Kokomo, Indiana.

R. R. WAESCHE,

Vice Admiral, USCG, Commandant.

APRIL 5, 1944.

[F. R. Doc. 44-4948; Filed, April 7, 1944; 9:26 a. m.]

Chapter III—War Shipping Administration

[G. O. 8, Supp. 10]

PART 302—CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERETO

BASIS FOR REDETERMINATION AND READJUSTMENT OF TIME CHARTER HIRE

Basis for the redetermination and readjustment of time charter hire under charter parties tendered by the War Shipping Administration to owners of American-flag vessels chartered or requisitioned for use pursuant to the provisions of section 902 of the Merchant Marine Act, 1936, as amended.

Whereas: 1. The Administrator, War Shipping Administration, has chartered vessels on standard form of time Charter Agreement known as WARSHIPTIME (Form 101) or WARSHIPOLTIME (Form 102), and has requisitioned the use of other vessels for use on a time charter basis for which such forms shortly will be tendered.

2. The rates of time charter hire prescribed in the charters referred to above are subject to readjustment or redetermination as of December 1, 1943.

3. The Administrator desires by this Supplement to fix rates of hire for the purpose of such redetermination and also for the purpose of establishing time charter hire on vessels referred to above as to which no charters have as yet been tendered.

Now, therefore, the Administrator hereby establishes and adopts the following revised rates of time charter hire in conformity with the rules of the Advisory Board on Just Compensation announced on December 7, 1943.

§ 302.91 *Vessels included.* Time charter rates herein prescribed are applicable to all American-flag self-propelled ocean-going iron and steel dry cargo vessels, tankers and colliers chartered under terms and conditions of (1) charter parties tendered by the War Shipping Administration to owners of such vessels pursuant to the provisions of Section 902 of the Merchant Marine Act, 1936, as amended, and (2) charter parties entered into between vessel owners and any other agency or department of the United States when such charters provide that the rates or conditions specified therein are subject to adjustment or alteration in accordance with orders, directions, rules or regulations of the United States Maritime Commission or the War Shipping Administration, except:

(a) Vessels with refrigerated capacity in excess of 50% total capacity.

(b) Combination passenger and freight vessels.

(c) Car ferries.

(d) Seatrains.

(e) Vessels of less than 8 knots of speed determined in accordance with the provisions of §§ 302.44 to 302.48, inclusive, of General Order 10, Supp. 2.

(f) Vessels of less than 1,000 tons deadweight.

(g) Other vessels excepted from this order by the Administrator from time to time.

§ 302.92 *Basic rates.* The rates of time charter hire for dry cargo vessels, tankers, and colliers shall be as provided in paragraphs (a), (b) and (c), respectively, of this section, subject to the adjustments provided in § 302.93.

(a) *Dry cargo vessels.* The time charter rate per deadweight ton per month for dry cargo vessels shall be:

Tonnage and Rate per Deadweight Ton per Month	
23,000 and over	\$3.00
22,000-22,999	3.05
21,000-21,999	3.10
20,000-20,999	3.15
19,000-19,999	3.20
18,000-18,999	3.25
17,000-17,999	3.30
16,000-16,999	3.35
15,000-15,999	3.40
14,000-14,999	3.45
13,000-13,999	3.55
12,000-12,999	3.65
11,000-11,999	3.75
10,000-10,999	3.85
9,000-9,999	4.00
8,000-8,999	4.10
7,000-7,999	4.35
6,000-6,999	4.65
5,000-5,999	5.00
4,000-4,999	5.40
3,999 and under	Subject to special determination

(b) *Tankers.* The time charter rate per deadweight ton per month for tankers shall be:

Tonnage and Rate per Deadweight Ton per Month	
18,000 and over	\$3.25
16,000-17,999	3.35
14,000-15,999	3.45
12,000-13,999	3.60
10,000-11,999	3.75
9,000-9,999	3.90
8,000-8,999	4.10
7,000-7,999	4.35
6,000-6,999	4.65
5,000-5,999	5.00
4,000-4,999	5.40
3,500-3,999	5.60
3,000-3,499	5.85
2,500-2,999	6.15
2,000-2,499	6.50
1,500-1,999	6.90
1,000-1,499	7.35

(c) *Colliers.* The time charter rate per deadweight ton per month for colliers shall be:

Tonnage and Rate per Deadweight Ton per Month	
8,000 and over	\$3.85
7,000-7,999	4.10
6,000-6,999	4.40
5,000-5,999	4.75
4,000-4,999	5.15
3,500-3,999	5.35
3,000-3,499	5.60
2,500-2,999	5.90
2,000-2,499	6.25
1,500-1,999	6.65
1,000-1,499	7.10

(d) The rates provided in paragraphs (a), (b) and (c) of this section include an allowance, which the Administrator has determined to be fair and reasonable, for administrative and general expenses not otherwise compensated for. This allowance is equivalent to the compensation of \$65.00 per day per vessel paid to General Agents under General

Order 34, and shall be taken into account for the purposes of applying the provisions of §§ 306.96 and 306.97 of General Order 34. This allowance for the month of December, 1943 shall also be taken into account for the purposes of applying the provisions of §§ 306.10 and 306.11 of General Order 12 in lieu of the allowance of \$125.00 per day per vessel included in the rates previously prescribed.

§ 302.93 *Adjustments.* The rates provided in § 302.92 are subject to the following adjustments:

(a) *Adjustments for speed.* Adjustments for speed shall be made in accordance with the provisions of subparagraph (1) or (2) of this paragraph. The speed of a vessel shall be determined pursuant to Sections 302.44 and 302.48, inclusive, of General Order 10, Supp. 2. Speed added to the vessel at the cost of the United States shall be ignored for the purpose of this paragraph.

(1) *Allowances for speeds of 10½ knots or over.* With respect to vessels having a speed of 10½ knots or over, the amount shown in the following table shall be added to the rates of hire.

Speed		Additional hire per deadweight ton per month
Equal to or in excess of	But under	
10½ knots	12 knots	\$0.03
12 knots	13 knots	.06
13 knots	14 knots	.10
14 knots	15 knots	.15
15 knots	16 knots	.20

(2) *Deductions for speeds of less than 9 knots.* With respect to a vessel having a speed equal to or in excess of 8 knots but under 9 knots \$.06 per deadweight ton per month shall be deducted from the rate of hire.

(b) *Adjustments for refrigerated capacity.* Where vessels have refrigerated space available for cargo in excess of 6,000 cu. ft., 2¢ per cubic foot per month will be added with respect to such excess refrigerated space, except to the extent that the cost of such space has been paid or subsidized by the United States.

(c) *Adjustments for age of vessels not built under construction-differential subsidy agreements.* Vessels constructed in the United States subsequent to 1928 and not built under construction-differential subsidy agreements pursuant to the Merchant Marine Act, 1936, as amended, shall receive an additional sum per dwt per month computed in accordance with the following schedule:

Year of Construction	Additional Premium Per DWT Per Month
1929	\$0.05
1930	.10
1931	.15
1932	.20
1933	.25
1934	.34
1935	.35
1936	.40
1937	.45
1938	.50
1939	.55
1940	.60
1941 and subsequent years	.65

The date of delivery by the shipbuilder shall constitute the date of construction hereunder.

(d) *Adjustments for age of vessels built with construction-differential subsidy.* Vessels constructed pursuant to the Merchant Marine Act, 1936, as amended, with a construction-differential subsidy shall receive an additional sum per dwt per month as follows:

- C-1 Class 10c per dwt per month.
- C-2 Class 20c per dwt per month.
- C-3 Class 30c per dwt per month.

Other subsidized vessels shall receive additional compensation to correspond with the foregoing amounts in accordance with the relation of the particular vessel's horsepower to that of the most comparable vessel of the three enumerated types. The adjustments provided in paragraph (c) of this section shall not apply to vessels covered by the adjustments provided in this paragraph (d).

(e) *Deadweight tonnage.* The rates provided in § 302.92 and adjustments provided in § 302.93, where appropriate, shall be calculated on the basis of deadweight determined in conformity with the provisions of the applicable charter party.

(f) *Adjustment for class.* The rates provided in § 302.92, as adjusted in accordance with the provisions of § 302.93, for vessels not classed A-1 American Bureau or equivalent shall be \$0.25 per deadweight ton per month less in each instance than the appropriate rate applicable to a comparable vessel which is so classed.

§ 302.94 *Excluded vessels.* Time charter rates for vessels excluded under the terms of this Supplement shall be specially determined by the Administrator.

§ 302.95 *Basic terms and conditions.* The rates and adjustments provided in §§ 302.92 and 302.93 are based upon standard form of time charter agreement approved by the War Shipping Administrator and designated Warship time or Warshipovertime, Forms 101 and 102, respectively, as amended by addenda made in conformity with the terms of the Administrator's notice of revised program of ship requisition, charter and operation dated November 24, 1943, and also the "Uniform Addendum to Time Charter Covering Adjustments of Certain Disputed Questions", General Order 11, Supplement 2, § 302.57. The rates also contemplate the full absorption by the Administrator of the costs of complying with Operating Regulations No. 64.

§ 302.96 *Operation of provisions of this supplement.* No provision of this supplement shall apply so as to provide more aggregate charter hire for a vessel coming within a given tonnage subdivision than the minimum aggregate charter hire for a vessel substantially similar but coming within the next higher tonnage subdivision.

§ 302.97 *The Administrator may modify this supplement.* The Administrator reserves the right to exempt specific vessels from the scope of this supplement, or to amend, modify, or terminate this supplement, but no such action shall

apply to any charter tendered and executed prior to the date of any such action except where such action is in conformity with the provisions of the applicable charter.

§ 302.98 *Effective date.* Sections 302.91 to 302.97, inclusive, shall become effective as of December 1, 1943, except that in the case of a vessel as to which no charter has previously been tendered the effective date shall be as fixed by the Administrator, and, as of such effective dates, General Order 8 (Revised) and all previous supplements and amendments to such Order shall be superseded insofar as rates of hire are determined in accordance with the provisions of this supplement.

(E.O. 9054, 7 F.R. 837)

E. S. LAND,
Administrator.

APRIL 7, 1944.

[F. R. Doc. 44-4985; Filed, April 7, 1944; 12:00 m.]

PART 302—CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERETO

[G. O. 11, Supp. 3]

UNIFORM TIME CHARTER

Section 302.50 *Uniform time charter for requisitioned and other dry cargo vessels* (General Order 11) is amended to read:

§ 302.50 *Amended time charter for dry cargo vessels "Warship time (Rev.)".* The Administrator, War Shipping Administration, adopts the following standard form of addendum for time charters for dry cargo vessels heretofore entered into by the United States of America, acting by and through the Administrator, acting by and through the Administrator, to be known as "WARSHIP TIME (Rev.)":

Contract No.-----

Form No. 101 (Rev.) 4/4/44
Warship time (Rev.)

WAR SHIPPING ADMINISTRATION

AMENDED TIME CHARTER FOR DRY CARGO VESSELS

WHEREAS, the Owner and the Charterer have heretofore entered into a charter agreement dated as of _____, 1943, providing for the charter of the Vessel upon the terms and conditions therein set forth, and

WHEREAS, the Owner and Charterer have heretofore agreed by addendum to such Charter that the rate of hire and insurance valuation, if any, may be subject to readjustment to the extent therein provided, such readjustment to be effective as of December 1, 1943, with respect to the rate of hire, and

WHEREAS, the Charterer has tendered to the Owner a statement of the rate of hire which in the judgment of the Administrator will be just compensation for the use of the Vessel and the services required under the terms of the Charter for the period commencing from December 1, 1943, and terminating upon the effective date of this Addendum and proposes in this Addendum to tender a similarly determined rate of hire for the period commencing with the effective date of this Addendum and extending for the balance of the term of this Charter and likewise desires in the same manner to tender a valuation for the Vessel which in the opin-

ion of the Administrator will constitute just compensation for the loss of or damage to the Vessel occurring after the effective date of this Addendum, and

WHEREAS, the Charterer has found that in order to facilitate the prosecution of the war and otherwise to benefit the interests of the United States, it is necessary and desirable that the Charter be further amended to the extent provided for by this Addendum,

Now, therefore, the Charterer and the Owner do mutually agree to amend the Charter effective upon the date hereinafter set forth so that such Charter will be as follows:

Amended time charter, hereinafter sometimes referred to as the Charter, dated as of _____, 194____, between _____

Address _____

Owner of the SS/MS _____ (herein called the "Vessel"), and United States of America, acting by and through the Administrator, War Shipping Administration, CHARTERER, the terms of the Charter being as follows:

Part I (Revised)

The Vessel's particulars on which the rate of hire and valuation have been based in part by the Administrator are as follows:

DEADWEIGHT capacity, as defined in Clause 5, Part II.

CLASSED

BALE CAPACITY of refrigerated cargo space, as represented by the Owner, exclusive of ship's stores and space installed by or at the expense of Charterer _____ cubic feet

YEAR BUILT

CLAUSE A. *Period of charter.* From the time of delivery to the time of expiration of the voyage current at the end of the emergency proclaimed by the President of the United States on May 27, 1941: *Provided, however,* That either party may sooner terminate this Charter upon not less than thirty (30) days' written or telegraphic notice to the other. In either case, the Vessel shall be redelivered as hereinafter provided.

CLAUSE B. *Trading limits.* As and where the Charterer may from time to time determine, subject to normal trading limits for a Vessel of her size, type and description.

CLAUSE C. *Hire.* The Owner is hereby given an election either (I) to accept the rate of hire hereinafter set forth in Option I, which states the rate which in the Administrator's judgment will be just compensation for the use of the vessel and the services required under the terms of this Charter; or (II) to decline to accept such rate of hire and to have the amount of just compensation judicially determined. If the Owner elects Option I, hire at the rate therein stated shall be paid by the Charterer to the Owner in the manner provided in Part II. If the Owner executes this Amended Charter but does not accept the rate of hire set forth in Option I, the right of the Owner to pursue whatever legal remedy it may have to recover just compensation under the laws and Constitution of the United States shall not be impaired or prejudiced either by the execution and delivery of this Amended Charter, or by the acceptance of 75 per centum of the rate of hire set forth in Option I, and this Charter, in any such event, shall then be deemed an agreement governing only the relations between the Owner and the Charterer in respect to matters other than the amount of just compensation for the use of the Vessel and the services required under the terms of this Charter. Where Option II applies the Charterer reserves all rights which it may have to readjust or redetermine the rate of hire at any time.

Option I. The hire shall be \$_____ per calendar month or pro rata for any

portion thereof, of which the sum of \$_____ per calendar month shall be compensation to the Owner for the use of the Vessel (herein sometimes referred to as the use rate) and the balance shall be compensation to the Owner for services required under the terms of this Charter (herein sometimes referred to as the service rate).

Option II. The Charterer shall pay to the Owner just compensation, to be judicially determined, for the use of the Vessel and the services required under the terms of this Charter, and, subject to the Charterer's reservations as to readjustment or redetermination of the rate of hire, the Charterer shall pay on account of just compensation a sum equal to 75 per centum of the hire otherwise payable under the terms of this Charter, as the same may from time to time be due under the terms of this Charter, and the Owner shall be entitled to sue the United States to recover such further sum as added to such 75 per centum will make up such amount as will be just compensation. The term "just compensation" as used in this Clause C and elsewhere in this Charter shall be deemed to include interest, if any, to which the Owner would be entitled if it had not executed and delivered this Charter.

Time of election between options. The Owner shall elect between Option I and Option II at the time the Owner signs this Charter, unless a rate has not then been inserted in Option I. In the latter case, such election shall be made by the Owner in writing within thirty (30) days after receipt of written notice from the Charterer of the rate to be so inserted. In the event of the Owner's failure to elect Option I at the time of signing, or within such 30 day period, as the case may be, Option II shall apply. *Provided, however,* That at any time after election has been made of either Option I or Option II, but before redelivery and before commencement of suit for just compensation, the Owner, subject to the approval of the Charterer, may, if it has elected Option I herein, change such election to Option II, effective as of the date of such change and notice thereof to the Charterer, or if it has elected Option II herein, change such election to Option I, effective as of the time of delivery under this Charter or such other mutually agreeable date as the Charterer may fix. Whenever Option II is applicable, it shall be deemed to have been elected for the purpose of this proviso.

Rate revision (Option I only). At any time after July 1, 1944 but not more often than once every 120 days thereafter, either party may request a redetermination of the rate of charter hire upon thirty (30) days' written or telegraphic notice to the other, but no rate redetermination prior to July 1, 1945 shall involve a change in the use rate factor of the charter hire. If a revised rate is determined and agreed upon within such 30-day period, it shall become effective as of the date specified in the determination and shall continue for the balance of the period of this Charter, subject to further redetermination in accordance with the provisions of this paragraph. If a revised rate is not determined and agreed upon within any such 30-day period, then the rate of hire in effect at the time of such notice shall apply only until noon (EWT) of the day after the end of such 30-day period, and the Charterer shall make a redetermination of the rate of hire, as to which the provisions of Option II of this Clause C shall apply for the balance of the period of this Charter. A change in the rate of charter hire under this paragraph shall not terminate the period of or otherwise modify the provisions of this Charter, and any such change shall be without prejudice to the rights of either party to terminate this Charter as provided in Clause A, Part I.

Clause D. Valuation. The Owner shall elect between the following options, unless

this is a Vessel subject to the provisions of Section 802 of the Merchant Marine Act 1936, as amended in which event the Owner shall not have the right to elect Option I, and Option II shall apply.

Option I. In the event of loss or damage to the Vessel due to the operation of a risk assumed by the Charterer under the terms of this Charter, the Charterer shall pay to the Owner just compensation, to be judicially determined, for such loss or damage, to the extent the person entitled thereto is not reimbursed therefor through policies of insurance against such loss or damage. In such event the amount of just compensation shall be determined and tendered by the Charterer as soon as practicable after the loss or damage, but if the amount of just compensation so determined is unsatisfactory to the person entitled thereto, the Charterer shall pay to such person 75 per centum of the amount so determined, and such person shall be entitled to sue the United States to recover such further sum as added to said 75 per centum, will make up such amount as will be just compensation for such loss or damage.

Option II. For the period ending noon, E. W. T., April 20, 1945, the agreed valuation of the Vessel for the purposes of this Charter and the insurance provided by the Charterer, is the sum of \$_____. For each subsequent twelve (12) month period the valuation, unless otherwise agreed, shall be reduced by _____, but any Owner who shall be dissatisfied with such reduction shall have the option, to be exercised on or before April 1, 1945 or on or before April 1st of any year thereafter, to elect Option I for the period commencing at noon, E. W. T., of the following April 20th, and effective for the balance of the term of this Charter. In event of such election, the provisions of Option I shall control for all purposes from such effective date.

The foregoing provisions of this Option II shall not be applicable to a Vessel subject to the provisions of Section 802 of the Merchant Marine Act of 1936, as amended. For the purposes of this Charter and any insurance undertaken by the Charterer, any such Vessel shall be valued as of the date of loss at the actual depreciated construction cost of the Vessel (together with the actual depreciated cost of capital improvements thereon, but excluding the cost of national defense features), less the depreciated amount of construction-differential subsidy theretofore paid incident to the construction or reconditioning of such Vessel, or the fair and reasonable scrap value of such Vessel as determined by the Charterer, whichever is greater. In computing the depreciated value of the Vessel, depreciation shall be computed on the Vessel on the schedule adopted by the bureau of Internal Revenue for income-tax purposes.

By mutual agreement the valuation provisions of this Option II may be superseded as of the date of loss or any other mutually agreeable date in the event that the Charterer shall adopt any plan with respect to replacement of vessels which is applicable to this vessel.

Time of election between options. Except as otherwise provided in valuation Option II above, the Owner shall elect between Option I and Option II at the time the Owner signs this Charter, unless a valuation has not then been inserted in Option II. In the latter case, such election shall be made by the Owner in writing within thirty (30) days after receipt of written notice from the Charterer of the valuation to be so inserted. In the event of the Owner's failure to elect Option II at the time of signing or within such 30-day period, as the case may be, Option I shall apply.

Clause E. Port of delivery.

Clause F. Time and date of delivery.

Clause G. Port of redelivery. Port of delivery, unless otherwise agreed; *Provided,*

however, That at Owner's option, redelivery shall be made at the U. S. continental port where the Owner maintains its principal operating headquarters.

Clause H. Notice of Redelivery. The Charterer shall give not less than thirty (30) days' written or telegraphic notice.

Clause I. Uniform terms. This Charter consists of this Part I and Part II, conforming to the Amended Time Charter for Dry Cargo Vessels, published in the FEDERAL REGISTER of April 8, 1944. The provisions of Part II shall be incorporated by reference in and need not be attached to Part I of this Charter, and unless in this Part I otherwise expressly provided, all of the provisions of Part II shall be part of this Charter as though fully set forth in this Part I.

Clause J. Effective date of this amended charter. Unless otherwise agreed this Amended Charter (Addendum) shall be effective upon completion of discharge of the Vessel in a port in the continental United States, excluding Alaska, on the voyage current on May 15, 1944, or if the Vessel be in a port in the continental United States, excluding Alaska, on May 15, 1944, then effective May 15, 1944, or if the Vessel has not returned to a port in the continental United States, excluding Alaska, prior to July 15, 1944 then effective July 15, 1944, if the Vessel be in any port at that date, otherwise effective upon the Vessel's safe arrival at the Vessel's next port of call.

Clause K. Reservation as to just compensation. Whenever the Owner hereunder is entitled to just compensation as provided under Option II Clause C or Option I Clause D or Plan I Schedule A hereof, the rights of such Owner as to the determination and payment of just compensation under the laws and Constitution of the United States shall not be prejudiced by reason of the execution and delivery of this Charter by such Owner, and the rights of such Owner to just compensation shall be the same as though he had not executed and delivered this Charter: *Provided, however,* That all terms and conditions other than those relating to the determination and payment of just compensation shall not be impaired or affected by this reservation.

Clause L. Special provisions. In witness whereof, the Owner has executed this Charter in quadruplicate the _____ day of _____ 19____, and has elected Hire Option _____ and Valuation Option _____, and the Charterer has executed this Charter in quadruplicate the _____ day of _____, 19____.

By: _____
UNITED STATES OF AMERICA,
By: E. S. LAND, Administrator,
War Shipping Administration.
By: _____
For the Administrator.

As to execution for Owner:
ATTEST:

_____ or if not incorporated
In the presence of:

_____ Witness

and

_____ Witness

Approved as to form:

Assistant General Counsel.

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____ a corporation organized and existing under the laws of the State of _____ and having its principal place of business at _____ a party to this Charter, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____ who signed

this Charter on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Charter in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Charter is within the scope of the corporate and lawful powers of this corporation.

[CORPORATE SEAL]

Secretary.

Form No. 101 (Rev.)

4/4/44

WARSHIPTIME (Rev.)

WAR SHIPPING ADMINISTRATION

UNIFORM TIME CHARTER TERMS AND CONDITIONS
FOR DRY CARGO VESSELS

(Part II)—(Revised)

CLAUSE 1. The Vessel shall be placed at the disposal of the Charterer at the port of delivery at such safe ready dock, wharf, or place as the Charterer may direct. Any time lost by the Vessel awaiting the availability of such dock, wharf, or place shall count as time on hire. The Vessel on her delivery shall be ready to receive cargo with clean-swept holds and, as far as due diligence can make her so, tight, staunch, strong, and in every way fitted for normal commercial service for a vessel of her size, type, and description, having winches and power sufficient to run all the winches at one and the same time and a Master, and a sufficient complement of officers and crew (hereinafter referred to collectively as the crew) for a vessel of her tonnage, and due diligence shall be exercised by the Owner to maintain her in such state during the currency of this Charter.

The Vessel shall be employed in carrying passengers (to the extent permitted by law and available accommodations) and lawful merchandise, including petroleum or its products in proper containers, in lawful trades between safe ports or places, as the Charterer or its agents may direct.

The Vessel may be employed to tow or may be towed, but the Charterer shall indemnify the Owner for any loss, damage, claims or expenses resulting from any such use of the Vessel.

For the purpose of this Charter the Owner shall be entitled to the benefits of all waivers in the navigation and inspection laws granted by an authorized officer or by law or regulation.

If radio or other equipment is required to enable the Vessel to comply with this Clause and such equipment is leased by the Owner, it shall pay the rental and maintenance charges therefor, or if such charges are paid by the Charterer, such charges may be deducted from the hire.

CLAUSE 2. The whole reach and burthen of the Vessel's holds, decks, and usual places of loading (but not more than she can reasonably stow and carry), shall be at the Charterer's disposal, reserving only space proper and sufficient in the opinion of the Master for Vessel's crew, Master's cabin, tackle, apparel, furniture, provisions, fresh water, stores and fuel.

CLAUSE 3. A. Commencing with the time this Amended Charter becomes effective, the Charterer shall (except as otherwise expressly provided in this Charter) pay hire for the use of the Vessel and for the services required under the terms of this Charter at the rate provided in Option I of Clause C, of Part I of this Amended Charter, or, if the Owner has not elected said Option I, make payments on account of just compensation as provided in Option II of Clause C, Part I of this Amended Charter, and in either case such hire or payments on account shall continue until the time of the redelivery of the Vessel to the Owner as

in this Charter provided, unless the parties hereto otherwise agree: *Provided, however*, That if the Vessel shall be an actual total loss, such hire or payments on account shall continue until the time of her loss, if known, or if the date of loss cannot be ascertained, or if the Vessel is unreported, such hire or payments shall continue for one-half the calculated time necessary for the Vessel to proceed from her last known position to the next port of call, but not exceeding 14 days. If the Vessel is a constructive total loss under the terms of any insurance thereon or is declared a constructive total loss by the Charterer under the provisions of Schedule A, such hire or payments shall continue until Noon (EWT) of the day of the last casualty resulting in or causing or contributing to her loss, except as otherwise provided in Clause 31 of this Charter. Nothing in this Clause shall prohibit the Owner from instituting proceedings at any time after the effective date of this Amended Charter to recover just compensation when Option II of Clause C, Part I, is applicable.

CLAUSE 3. B. If at the time of redelivery under this Charter, the Vessel shall require repairs of any damage arising from risks insured against or assumed by the Charterer or for which the Charterer is otherwise liable, hire or payments on account as herein provided shall continue until completion by the Charterer of such repairs and of any work required of the Charterer by Clause 11, Part II, subject to the provisions of Clause 11 D hereof.

CLAUSE 3. C. On the first day of each calendar month, the hire or payments on account of just compensation provided for in this Amended Charter, and all other monies accruing during the preceding month in favor of the Owner, shall be due and payable.

CLAUSE 3. D. The Charterer or its agents may advance currency or perform any services, or furnish any supplies or equipment, which are required by the Owner and are for the Owner's account under this Charter, and the Owner, upon being furnished evidence thereof, shall reimburse or secure the Charterer for the fair and reasonable dollar value of any currency so advanced, services so performed, or supplies and equipment so furnished, or at the Charterer's election the equivalent thereof may be deducted from the hire. It is understood that any such advances made or services performed or supplies and equipment furnished by the government of any country as aid to or for the account of the United States shall be deemed currency advanced, services performed, or supplies and equipment furnished by the Charterer.

CLAUSE 3. E. If, pursuant to any applicable laws of the United States or any agreements entered into pursuant thereto, the Owner is required because of the operation of the Vessel under this Charter to make any payment to the United States by way of reimbursement for construction differential subsidy, then the Charterer shall pay to the Owner as additional charter hire, a sum equal to any amount so paid.

CLAUSE 4. In the event that the Vessel is detained because of the happening of any event caused or contributed to by another vessel, person, corporation, or others, for which detention such third parties are or may be liable (the period of such detention to include the time necessary to proceed to, survey, and effect repairs unaccomplished upon the date of redelivery of the Vessel under this Charter), then for such period of detention the Charterer's obligation to the Owner for hire and for other sums otherwise accruing hereunder shall cease: *Provided, however*, That the Charterer shall indemnify and save the Owner harmless from any loss whatsoever by reason of the cessation of such obligations, and notwithstanding

ing said cessation shall pay to the Owner a sum not less than the amount which would otherwise be payable to the Owner for such obligations in the same manner and to the same extent as if such cessation had not occurred, but on performance of this indemnity the Charterer shall immediately become subrogated, to the extent of such indemnity, to all rights whatsoever of the Owner to recover for such detention from or against such vessel, person, corporation, or others, and the Charterer shall be entitled to bring and maintain suit or suits thereon in its own name or in the name of the Owner as the Charterer may see fit: *Provided, however*, That on the written request of the Charterer, the Owner shall in each instance, assert and prosecute such claims in the name of the Owner, but for and on behalf of the Charterer and at the Charterer's expense, such claims to be in a sum not less than the amount of the indemnity paid by the Charterer.

CLAUSE 5. A. Insofar as it is a factor in the Vessel's rate and valuation, deadweight capacity is to be established in accordance with normal Summer Freeboard as assigned pursuant to the International Load Line Convention, 1930, and shall be her capacity (in tons of 2240 lbs.) for cargo, fuel, fresh water, spare parts and stores but exclusive of permanent ballast. Deadweight shall be calculated without deduction for weight lost by reason of cargo refrigeration installation heretofore made, if any, and weight added by installation of refrigerated cargo capacity (including offsetting permanent ballast required thereby), arming, degaussing, demagnetizing, or the installation of splinter-protection equipment or because of ice-strengthening, or other extraordinary wartime installation or equipment, including permanent ballast, heretofore or hereafter made or required by the Charterer or any other agency of the United States.

CLAUSE 5. B. In the event that the Vessel's deadweight or bale cubic refrigerated capacity, when finally determined as herein provided, shall not be in accord with the description contained in Part I hereof, the hire and valuation (if any) shall be equitably adjusted to be appropriate for the Vessel's deadweight and bale cubic refrigerated capacity. Certificates of deadweight or bale cubic refrigerated capacity, in satisfactory form, heretofore or hereafter furnished by the American Bureau of Shipping shall be accepted as final proof of deadweight capacity and bale cubic refrigerated capacity.

CLAUSE 6. Except as otherwise provided in this Charter:

- (a) The Owner shall provide and pay for
 - (1) Wages of Master and crew;
 - (2) Subsistence;
 - (3) Galley, cabin, deck and engine room stores, supplies and equipment (except all water and fuel for any purpose);
 - (4) Maintenance and repair of Vessel and equipment to the extent required of the Owner under this Charter;
 - (5) Sales or other taxes based on the foregoing items; and
 - (6) Owner's overhead expenses.

(b) The Charterer shall provide and pay for all other charges and expenses whatsoever reasonably and properly incurred in the use, operation or employment of the Vessel hereunder.

For the purposes of this Charter:

(1) The term "wages" as used herein shall include all basic and emergency wages, bonuses for seniority or length of service, overtime and vacation allowances, life, health, retirement or other insurance benefits which are not required to be provided or paid for by the Charterer hereunder.

(2) The term "subsistence" shall include the cost, including delivery, loading and inspection charges thereon, of all edibles for consumption by Master and crew, and other

persons covered by Clause 7 C hereof, and shall also include board and room allowances of Master and crew in lieu of subsistence and lodging aboard the Vessel.

(3) The term "galley, cabin, deck and engine room stores, supplies and equipment" shall mean those items referred to under the headings of "(15)" and "(24)" Stores, Supplies and Equipment", page 8, of the General Financial Statement of the U. S. Maritime Commission, approved by the Budget Bureau No. 62-RO, 10-42.

(4) The term "maintenance and repair of Vessel and equipment" shall mean the items referred to under the headings "(25) Other Maintenance Expense" and "(40)" and "(49) Repairs", page 8, of said General Financial Statement.

(5) The term "overhead expense" shall include administrative and general expenses as presently itemized in General Order No. 22 of the U. S. Maritime Commission, Owner's advertising expenses, Owner's taxes (except sales and similar taxes, taxes assessed or based upon freights earned, and other taxes of any kind determined by the Charterer to be properly classifiable as voyage expenses), and the cost of employing agents or branch houses to perform any of the services required of the Owner under this Charter.

CLAUSE 7. A. The Charterer shall reimburse the Owner for actual out-of-pocket expenses, including all taxes paid by the Owner with respect to such expenses, for:

(1) All war bonuses (war risk compensation) (paid to the master and crew (which term as used in this Clause 7 shall refer to the actual crew on board, even though in excess of the normal complement) in the manner and to the extent provided for in applicable decisions or advices of the Maritime War Emergency Board, as amended or modified from time to time, or in judicial decisions relating thereto.

(2) All extra compensation, including overtime, paid to the crew for services performed by the crew (a) in connection with cargo, at sea or in port, (b) in connection with shifting of Vessel in port for Charterer's purposes, or (c) preparatory to loading or discharging or sailing in convoy. If the Vessel operates in the Alaska trade, the Charterer shall also pay the extra crew costs exceeding costs that would have been incurred in similar operations in other ocean-going trades.

(3) All wages, and overtime paid to any extra crew members beyond the normal complement of the Vessel, or to other persons carried, who are required to be employed by the Owner because of (a) the Vessel's service under this Charter, (b) the loading or discharging of cargo, or (c) to care for any persons covered by Clause 7 C hereof. Extra wages or overtime paid to the normal complement of the Vessel in lieu of employing extra crew members or persons for the purposes above set forth shall also be reimbursed to the Owner.

The term "normal complement" as used in this Charter shall refer to the normal peacetime complement for off shore foreign trading for the average vessel of the same size, type and description as the Vessel chartered hereunder, as determined by the Administrator.

(4) All wages and overtime paid to security watchmen provided in compliance with any security requirements of any United States or other Government agency, and all overtime or additional wages paid to the crew by reason of compliance with such requirements.

(5) All extra clothing or effects for the Master and crew necessitated by the Vessel's service under this Charter (Charterer to have title to such extra clothing and effects).

CLAUSE 7. B. The Charterer shall, to the extent the Owner is not reimbursed under the provisions of Schedule A attached hereto,

reimburse the Owner for out-of-pocket expenses or disbursements made on behalf of the Master or crew, or payments made to the Master or crew, for repatriation transportation (including return to port of shipment), and for wages and subsistence while awaiting and during such transportation, where such expenses, disbursements, or payments are assumed by the terms of the Ship's Articles, the Owner's collective bargaining agreements or found by the Owner to be reasonably necessary or desirable. The Owner shall also be reimbursed for the cost reasonably incurred in furnishing men to replace members of the crew whose employment has terminated at ports in Alaska or outside the continental United States where suitable replacements are not readily available.

CLAUSE 7. C. The Charterer shall pay the Owner at the rate of \$1.50 per day per person (not in excess of fifty (50) persons) for providing subsistence aboard the Vessel for any person carried at the request of the Charterer or any agency of the United States or the military authorities of any Allied Government, or any extra crew members beyond the Vessel's normal complement required because of the Vessel's service under this Charter, and \$1.50 per day per person for providing subsistence aboard the Vessel for any extra complement thereby required. If a total of more than 50 extra persons referred to in this Clause 7 C are carried on the Vessel at any one time, the Owner shall be reimbursed for his actual costs for subsistence of the number in excess of 50, unless subsistence rates or schedules applicable to such excess number have been agreed upon between the Owner and the Charterer, in which event such rates or schedules shall govern. The term "subsistence" as used in this subsection shall include victualing, supplying with linens, bedding, laundry, and similar services, but the Owner shall not be obliged to furnish linens and bedding for such extra persons in excess of 50, unless otherwise agreed.

CLAUSE 8. A. The Charterer may disallow in whole or in part, as may be appropriate, and deny reimbursement for any expenses for which it is required to reimburse the Owner, which are in contravention of the terms of this Charter, or are otherwise imprudent or excessive.

CLAUSE 8. B. The Charterer shall reimburse the Owner for any additional extraordinary costs incurred which the Charterer, in its discretion, may allow upon finding that such costs are not intended to be covered in the allowance for services hereunder. In the event the Vessel is assigned by the Charterer for service between foreign ports, the Charterer shall make such adjustment, if any, as it deems appropriate to allow for increased cost of operation.

CLAUSE 8. C. In the event the Vessel is physically incapable of working for a period in excess of twenty (20) days while in a Continental United States port (excluding Alaska) or for a period of thirty (30) days while in Alaska or outside the Continental United States, the charter hire otherwise payable hereunder shall be reduced for the excess period by an amount equal to twenty (20) percent of the service rate, plus eighty (80) per cent of the actual savings in wages for Master and crew during the entire period of layup. The Owner shall furnish reports of wage savings as soon as practicable after the termination of each month of such layup.

CLAUSE 9. The Charterer shall provide necessary dunnage and shifting boards, also any extra fittings and materials requisite for a special trade or for the carriage of livestock or other unusual cargo, but the Owner shall allow the Charterer the use of any dunnage and shifting boards and fittings and materials already aboard the Vessel. The

Charterer shall have the privilege of using shifting boards for dunnage. Upon redelivery of the Vessel, the Charterer shall make good any damage to or shortage of shifting boards, fittings or materials which are on board at delivery.

CLAUSE 10. The Charterer shall pay for all fuel on board upon delivery, and the Owner shall pay for all fuel on board on redelivery not in excess of Owner's normal requirements, at market prices current at the ports and times of delivery and redelivery, respectively.

CLAUSE 11. A. The Charterer or any agency of the United States may, at the expense of the Charterer or such agency and on the Charterer's time, install any equipment, gear or armament, and may make any alterations or additions to the Vessel. Such equipment, gear or armament so installed are to be considered Charterer's property and are to be maintained at Charterer's expense. Such work shall be done so as not to affect the seaworthiness of the Vessel or the safety of the crew, and as not to be in contravention of any applicable law of the United States or regulation made pursuant thereto. The Charterer shall, before redelivery and at its expense and on its time, remove any equipment, gear and armament installed by or at the request of the Charterer or any agency of the United States and restore the Vessel to her condition prior to any such installations, alterations, additions or changes, whether such installations, alterations, additions or changes were made under this Charter or prior to delivery under this Charter, except as may be otherwise provided herein.

CLAUSE 11. B. Commencing with the time this Amended Charter becomes effective, the Charterer shall pay the full actual cost of providing and maintaining all equipment and installations on the Vessel, beyond normal peace-time standards, then or thereafter required by sub-chapter O of Chapter II of the Regulations of the United States Coast Guard (Title 46, U. S. C. R.), or by other wartime regulations of any agency of the United States, except that if and so long as the Vessel remains under time charter, the Owner shall provide and pay for renewals, replacements and repairs to lifeboat equipment and for minor repairs to lifeboats not belonging to the Owner, unless any such renewals, replacements or repairs are caused by subsequent increases and changes in wartime Governmental requirements. *Provided, however,* That if the Owner has not entered into a form of addendum to the original time charter covering this Vessel designated as "Uniform Addendum to Time Charter Covering Adjustments of Certain Disputed Questions" and has not entered into a special agreement as and if contemplated in Paragraph Fourth of said addendum, then the obligations of the Charterer under this Clause 11-B shall be limited to items hereafter required and shall not cover items heretofore required as aforesaid. All such equipment and installations installed in or relating to lifeboats belonging to the Owner shall be the property of the Owner and all other equipment or installations shall belong to the Charterer and shall be considered as equipment installed or as alterations or additions made by the Charterer pursuant to Clause 11 A of the Charter.

CLAUSE 11. C. Any equipment, furniture, furnishings or appliances belonging to the Vessel and not required by the Charterer may be removed by the Charterer, at the Charterer's expense, and upon termination of the Charter, unless the Vessel has been lost or requisitioned for title, any such removals are to be replaced on board the Vessel or made good by the Charterer at its expense. Storage charges arising from such removal shall be paid for by the Charterer.

CLAUSE 11. D. If, at the time of redelivery under this Charter, the Vessel shall require

any work or repairs of any damage arising from risks insured against or assumed by the Charterer, or for which the Charterer is otherwise liable under this Clause, Clause 11 A or any other Clause hereunder, the Charterer may, at its option, discharge such obligations by payment to the Owner in advance of an amount for reconditioning sufficient to provide for such work or repairs, which amount shall also include compensation at the rate of hire that would otherwise have been payable under this Charter, for the time reasonably required under then existing conditions to complete such work or repairs and compensation for other expenses incident to such work or repairs. If the Owner and Charterer agree such obligations may be discharged by a mutually satisfactory agreement.

CLAUSE 12. The Owner agrees at its expense to drydock the Vessel for the purpose of cleaning and painting her bottom, when necessary and not less than once in every nine months unless the Charterer otherwise agrees, and, when drydocking is due, the Charterer agrees to send the Vessel to a port where she can so drydock, clean and paint. All towage, pilotage, and other expenses incidental to such drydocking and all port charges incurred in connection therewith, shall be for the Owner's account regardless of whether Charterer's repairs are concurrently made.

CLAUSE 13. The Charterer shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, and the Master, to the extent permitted by governmental orders or directions, shall keep a full and correct log of the voyage or voyages, which shall be patent to the Charterer or its agents, and furnish the Charterer or its agents, when required and to the extent permitted by governmental orders or directions, with a true copy of port and daily logs, showing the course of the Vessel, the distance run and the consumption of fuel.

CLAUSE 14. Subject always to the directions of the Charterer the Master shall prosecute his voyages with the utmost dispatch and shall render all customary assistance with Ship's crew and boats; and shall use due diligence in caring for and ventilating the cargo. The Master (although employed by the Owner) shall be under the orders and directions of the Charterer as regards employment, agency and prosecution of the voyages; and the Charterer shall load, stow, trim and discharge the cargo at its expense under the supervision of the Master who, if requested, is to sign bills of lading for cargo as presented, in conformity with Mate's or Tally Clerk's receipts. Bills of lading are to be signed in the form and at any rate of freight that Charterer or its agents may direct, without prejudice to this Charter. The Charterer hereby agrees to indemnify the Owner against all consequences or liabilities that may arise from the Charterer or its agents (including the Master) signing bills of lading or other documents inconsistent with this Charter, or from any irregularities in papers supplied by the Charterer or its agents.

CLAUSE 15. Cargo may be laden or discharged in any dock or at any wharf or place that the Charterer or its agents may direct, provided that the Vessel can safely lie afloat at any time of tide.

CLAUSE 16. The Owner shall provide and maintain gear for all derricks and shall maintain the gear of the ship as fitted, and shall also provide ropes, falls and blocks customary in normal commercial operation. The Owner shall also provide on the Vessel lanterns and oil for night work, and give the use of electric lights when the Vessel is so fitted. The Charterer shall have the use of any gear on board the Vessel, including slings.

CLAUSE 17. The vessel shall work night and day, if required by the Charterer, and all winches are to be at the Charterer's disposal during loading and discharging. Shore winchmen, when available and where required, shall be provided and paid by the Charterer.

CLAUSE 18. All bills of lading issued hereunder shall contain, directly or by reference, substantially the following clauses:

(i) *Clause paramount.* "This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further."

(ii) *Both-to-blame collision clause.* "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact."

(iii) *General average clause.* "General average shall be adjusted, stated, and settled, according to Rules 1 to 16, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees, or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the carrier, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money."

(iv) *Amended "Jason" clause.* "In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the carrier is not responsible by statute, contract, or otherwise, the goods, shippers, consignees, or

owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salvaging ship is owned or operated by the carrier, salvage shall be paid for as fully as if the salvaging ship or ships belong to strangers."

(v) *Liberties clauses.* "In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the carrier or master is likely to give rise to risk or capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon their failure to do so, may warehouse the goods at the risk and expense of the goods; or the carrier or master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft or other place; or the ship may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the master or the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the carrier or the master may retain the cargo on board until the return trip or until such time as the carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the carrier or the master may discharge and forward the goods by any means at the risk and expense of the goods. The carrier or the master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the carrier shall be freed from any further responsibility. For any service rendered to the goods as herein provided the carrier shall be entitled to a reasonable extra compensation."

"The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy."

"In addition to all other liberties herein the carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement im-

posed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods."

This Charter shall also be subject to the provisions of (ii), (iii) and (iv) of this Clause 18.

CLAUSE 19. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing under this Charter, arising or resulting from: Any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner, in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer, the owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing; insufficiency or inadequacy of marks; explosions, bursting of boilers, breakage of shafts, or any latent defects in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing under this Charter arising or resulting from: Act of God; act of war; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. The Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. No exemption afforded to the Charterer under this Clause shall diminish its obligations for hire under the other provisions of this Charter.

CLAUSE 20. The Insurance, Indemnity and Waiver program set forth in Schedule A annexed is hereby incorporated by reference in and made part of this Charter as though fully set forth in this Clause.

CLAUSE 21. All salvage moneys earned by the Vessel shall be divided equally between the Owner and the Charterer, after deducting the Master and crew's shares, legal expenses, hire of the Vessel during time lost, value of fuel consumed, repairs of damage, if any, and any other extraordinary loss or expense sustained as a result of the service, which shall always be a first charge on such moneys: *Provided, however*, That to the extent necessary to effectuate the purposes of the Insurance, Indemnity and Waiver program (Schedule A), claims for salvage on behalf of the Owner shall be made solely at the discretion of the Charterer.

CLAUSE 22. If the Charterer shall notify the Owner that the employment or the continued employment of the Master or any member of the crew or any agent of the Owner is prejudicial to the interests of the United States in the prosecuting of the war, the Owner shall

make any changes necessary in the appointment.

If the Charterer shall have reason to be dissatisfied with the conduct of any member of the crew, the Owner shall, on receiving particulars of the complaint, investigate and make any changes practicable in the appointments or practices aboard the Vessel with respect to the maintenance of proper discipline, necessary to eliminate the reasons for such dissatisfaction by the Charterer.

CLAUSE 23. Any provisions of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner of vessels by any statute or rule of law for the time being in force. Nothing herein shall be deemed to affect the Charterer's right of limitation or exemption from liability accorded under the provisions of Section 4 of Public Law 17, 78th Congress.

CLAUSE 24. Nothing herein stated is to be construed as a demise of the Vessel to the Charterer.

CLAUSE 25. Liability for nonperformance of this Charter shall be proved damages.

CLAUSE 26. The Charterer shall have the option of subletting or assigning this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

CLAUSE 27. The Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned.

CLAUSE 28. The Master and the Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise however given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, and if by reason of or in compliance with any such orders or directions anything is done or is not done, such shall not be deemed a deviation or breach of orders or neglect of duty by the Master or the Vessel. *Provided, however*, That whenever any such orders or directions given otherwise than by the Government of the United States or its representative are contrary to sailing directions or other orders of the Charterer as to the employment of the Vessel, the Master shall, if practicable, apply to the Charterer or its agents or to a representative of the United States for consent or advice and shall not comply with such orders or directions unless such consent or advice to comply is first obtained. *Provided further, however*, That if it is impracticable in any case to act in accordance with the foregoing proviso, the Master's decision as to compliance with any such orders or directions shall be made with due regard to the interests of all concerned, including, the Charterer, the Owner, and the Vessel, her crew and cargo.

CLAUSE 29. If after redelivery the Vessel is arrested or attached upon any cause of action arising or alleged to have arisen from previous possessions or operation of the Vessel by the Charterer, or any subcharterer, or for which the Charterer is liable, the Charterer undertakes to use its best efforts to cause the release of the Vessel under the Suits in Admiralty Act or any other special remedy available to the Charterer, subject to the approval of the Attorney General of the United States.

CLAUSE 30. The Charterer (except as to matters affecting only the stability of the Vessel) shall be exclusively responsible for proper loading, stowage and discharge of goods of an inflammable, explosive or dangerous nature, and shall comply with all applicable regulations and furnish any necessary fittings.

CLAUSE 31. The Charterer shall reimburse the Owner for all expenses for wages, bonuses and subsistence of the Master and crew and

other out-of-pocket costs incurred by the Owner subsequent to the date of and arising from an actual or constructive total loss of the Vessel to the extent not recovered or reimbursed under any insurance on the Vessel or under this Charter or otherwise. If the extent of the damage or injury is not sufficient to entitle the Owner to collect for an actual or constructive total loss under the provisions of any insurance on the Vessel in the absence of a declaration by the Charterer, then in addition to reimbursement of expenses as aforesaid, the Owner shall be entitled: (a) to charter hire at the rate of 3½ per cent per annum on the then current valuation of the Vessel under valuation Option II, commencing with the date when charter hire would otherwise terminate and ending four months thereafter or on the date of such declaration, whichever date is earlier; and (b) if the Vessel is declared a constructive total loss more than four months after the date charter hire would otherwise terminate, then to charter hire in an amount equal to the use rate payable under Part I from the end of such four months until the date of such declaration.

CLAUSE 32. The Administrator (Charterer), acting pursuant to delegation of authority by the War Contracts Price Adjustment Board to the Administrator by instrument dated February 26, 1944, having found that this Agreement is in the nature of a lease contract and that the profits of the use rate and agreed valuation (if any) hereunder can now be determined with reasonable certainty, that such use rate and agreed valuation (if any) are not in excess of just compensation to which the Owner is or may be entitled, and that the provisions of this Charter with respect thereto adequately prevent excessive profits, the said use rate and agreed valuation (if any) are hereby exempted from the provisions of the Renegotiation Act, pursuant to subsection (1) (4) of the said Act. Nothing in this Clause 32 shall be construed as an admission by the Owners that the items exempted from renegotiation as aforesaid would be subject to the Renegotiation Act in the absence of the foregoing provisions. The service rate under this Charter shall be subject to renegotiation in accordance with the provisions of said Act, and with respect thereto this Charter shall be deemed to contain all the provisions required by subsection (b) of said Act, with the expressed understanding and agreement that the aggregate of the amount received or accrued to the Owner on account of the service rate under this and all other WARSHIPTIME or WARSHIPPOILTIME Charters containing similar renegotiation provisions shall be treated as a unit for the purpose of such renegotiation. There shall be inserted in each subcontract, subject to the Renegotiation Act and involving an estimated amount of more than \$100,000, a clause reciting in substance that such subcontract shall be deemed to contain all the provisions required by the Renegotiation Act. This Clause 32 shall be applicable only from the effective date of this Amended Charter. Nothing in this Clause 32 shall be construed as an admission or agreement by the Owner as to the applicability of the Renegotiation Act to this Charter for the period prior to the effective date of this Amended Charter or to any charter hire or other sums accruing prior to the effective date of this Amended Charter: *Provided, however*, That all rights, if any, which the Administrator may have to renegotiate any charter hire or other sums accruing prior to the effective date of this Amended Charter are hereby reserved by the Administrator.

CLAUSE 33. A. No member of or delegate to Congress or Resident Commissioner is or shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except to the extent allowed by

Title 18 U. S. Code, Section 206. The Owner agrees not to employ any member of or delegate to Congress or Resident Commissioner, either with or without compensation, as an attorney, agent, officer or director.

CLAUSE 33. B. The Owner shall not employ any person who advocates, or who is a member of an organization that advocates, the overthrow of the government of the United States by force or violence, to perform any work under this Charter. As a condition to the employment of any person for the performance of such work, the Owner shall, if the Charterer so directs, require each person to execute and file an affidavit in such form as to satisfy the requirements of Public Law No. 678, 77th Congress, or Public Law No. 23, 77th Congress, but the execution and filing of such affidavit shall be without prejudice to the right of the Charterer to require such further evidence in the premises as may be in the possession of the Owner as the Charterer may deem desirable.

CLAUSE 33. C. The Owner agrees that in performing the work required of it by this Charter, it will not discriminate against any worker because of race, creed, color, or national origin.

CLAUSE 33. D. The Owner shall not employ any person undergoing sentence of imprisonment at hard labor.

CLAUSE 33. E. The Owner warrants that it has not employed any person to solicit or secure this Charter upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Charterer the right to annul this Charter or, in its discretion, to deduct from any sums payable under this Charter the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Owner upon agreements or sales secured or made through bona fide established commercial or selling agencies maintained by the Owner for the purpose of securing business.

CLAUSE 34. Failure of the Master or Owner to protest against any act or omission of the Charterer, or any other agency of the United States, including any act, omission or order which in the opinion of the Master may affect the Vessel's seaworthiness or may be in contravention of the laws or regulations of the United States shall not prejudice the rights of the Owner under this Charter.

CLAUSE 35. Unless otherwise provided in this Charter or mutually agreed upon, all payments, notices and communications from the Charterer to the Owner, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Owner at the address provided in Part I, and all payments, notices and communications from the Owner to the Charterer, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Charterer at its offices in Washington, District of Columbia.

CLAUSE 36. A. In the event that this form of time charter is modified by the Charterer at any time prior to July 1, 1944, the Owner shall, at its option, have the benefit of any such modifications, subject to the assumption by the Owner, at the request of the Charterer, of any obligations imposed in conjunction with such modifications. Said option shall be exercised within such reasonable time as the Charterer may prescribe, and, upon such exercise, the modifications shall become effective as of the date of this Charter. In the event of non-exercise by the Owner of said option, this Charter shall remain in full force and effect in accordance with its original terms.

CLAUSE 36. B. This Charter may be amended, modified or terminated at any time by mutual agreement between the parties hereto.

CLAUSE 37. This Charter consists of this Part II and of Part I which incorporates this

Part II therein by reference. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

SCHEDULE A—INSURANCE INDEMNITY AND WAIVER PROGRAM

I. INSURANCE

(A) Unless otherwise mutually arranged, at all times during the currency of this Charter, the Charterer shall provide and pay for or assume as insurer:

(1) Insurance on the Vessel on the terms stated either in Plan I or Plan II below.

* PLAN I. In the event the Owner has elected valuation Option I (just compensation):

Insurance on the Vessel under the terms and conditions of the full form of policy of War Shipping Administration (designated as Warshipreg, a copy of which is attached hereto) covering both marine and war risks. In the event of total or constructive total loss of the Vessel due to the operation of a risk insured against by said policy, the Charterer, as insurer, shall pay to the person entitled thereto just compensation for such loss to the extent that the person entitled thereto is not otherwise reimbursed through policies of insurance. The amount of just compensation shall be determined by the Administrator as soon as practicable after the loss, and if the amount of just compensation so determined is unsatisfactory to the person entitled thereto, the Charterer shall pay to such person 75 per centum of the amount so determined, and such person shall be entitled to sue the United States to recover such further sum, as added to said 75 per centum, will make up such amount as will be just compensation for the Vessel; or the Owner may sue the Charterer, as insurer, under the policy for an amount equivalent to that which the Owner would be entitled to as just compensation under the laws and Constitution of the United States for the loss of the Vessel, in excess of 75 per centum of the amount determined by the Charterer to be just compensation, as hereinbefore provided, which 75 per centum, forthwith on the commencement of such suit, shall be paid the Owner by the Charterer on account of liability under said policy. The Charterer shall not, however, by reason of the operation of this Clause, be liable for any damage incurred prior to the attachment of this insurance.

PLAN II. In the event the Owner has elected valuation Option II (agreed value):

Insurance on the Vessel under the terms and conditions of the full form of standard hull war risk policy of the War Shipping Administration, (designated as Warshipreg, a copy of which is attached hereto) in the amount of the agreed value under this Charter, but subject to the limitations of that policy relating to this Plan II, and covering only war risks (including malicious damage, sabotage, strikes, riots, and civil commotion). It is specially agreed, however:

(a) That the Owner, at its own expense except as provided in subparagraph (b) below will insure the Vessel with the American Marine Hull Insurance Syndicate in an amount to be determined by the Owner, and under the conditions of American Hull Form Revised (Requisitioned Vessels 1943) which insurance shall include the interest of War Shipping Administration as Charterer.

(b) That the Charterer will reimburse the Owner for premiums paid on insurance taken out by the Owner with the American Marine Hull Insurance Syndicate pursuant to subparagraph (a) above: *Provided, however*, Such reimbursement shall not exceed the amount of premiums payable on the value set forth in the Charter on the attachment of said insurance and at the time any further annual premium is due and payable. In consideration of such reimbursement, any re-

capture of profits from said Syndicate shall accrue to the sole benefit of the Charterer, and any return of premiums under the insurance procured by the Owner shall, to the extent that they represent premiums originally reimbursed by the Charterer, be repayable to the Charterer.

(c) That the Owner (at its option and expense) may procure excess insurance, including liability insurance, (without benefit of salvage, subrogation or right of contribution) above the limits of the insurance so procured, but such insurance shall not be on terms inconsistent with the provisions of this Charter or with the provisions of the insurance provided for above.

(d) That the insurance procured by the Owner pursuant to subparagraph (a) hereof as well as any additional insurance procured by the Owner pursuant to subparagraph (c) hereof, and any amount of self-insurance carried by the Owner is excess of the limits of the insurance procured pursuant to subparagraph (a) hereof, shall be subject to the provisions of Clause II of this Schedule A. In consideration of the foregoing, the Charterer hereby insures the Owner against any claim by the United States for damage to property or vessels of the United States or for loss of freight, demurrage or other claims covered by the collision clause in the American Hull Form Revised (Requisitioned Vessels 1943) policy, arising out of collision with the Vessel.

(e) That in the event of cancellation or termination of the insurance referred to in subparagraph (a) above (except for non-payment of premium), or upon thirty (30) days written notice from Charterer to the Owner, the Vessel shall thereafter be insured for marine risks by the Charterer under the terms and conditions of the full form of standard hull policy of the War Shipping Administration (designated as Warshipreg) for the amount set forth in valuation Option II.

(f) The Charterer hereby insures the Owner for payments of (a) sue and labor charges, (b) general average and salvage, and (c) collision liabilities, not recoverable under the insurance on the Vessel taken out by the Owner with the American Marine Hull Insurance Syndicate pursuant to subparagraph (a) above solely by reason of the insured valuation of said policies being insufficient to provide complete indemnity to the vessel Owner in respect of the liabilities specifically referred to in this subparagraph (f), and not recoverable under insurance arranged pursuant to subparagraph (c) above. *Provided, however*, That the liability of the Charterer under this subparagraph (f), in respect of any one such class of liabilities, shall be limited for any one collision, casualty or occurrence to the amount, if any, by which the market value of the Vessel in sound condition at the date of such collision, casualty or occurrence, plus the Vessel's then pending freight, exceeds the insured value of the Vessel for total loss purposes under the insurance taken out by the Owner pursuant to subparagraph (a) above; it being understood that the amount of the Charterer's liability hereunder, if any, shall be applicable separately to each of the foregoing three classes of liabilities, with the full amount open for each.

(g) Without limiting the liability of the Charterer as insurer under this Charter, all repairs to the Vessel coming within the terms of the insurance assumed by the Charterer or procured by the Owner pursuant to this Schedule A shall be subject to the approval of the Charterer as to the extent, time and place of repairs. All repairs shall be carried out under the supervision of the Owner.

(h) In the event the Vessel is covered by a mortgage or lien held by any department or instrumentality of the United States, then any sum or sums payable by virtue of the

provisions of this Clause I of Schedule A shall be payable for distribution to such department or instrumentality and/or the persons entitled thereto as their interests may appear.

(2) All insurance which the Owner may be obligated to provide, covering the crew with respect to loss of life, disability (including dismemberment and loss of function), detention, repatriation and similar situations, and loss of or damage to personal effects. Unless otherwise directed by the Charterer, the Owner shall agree with the crew to provide the war risk insurance covering such items afforded by the Decisions of the Maritime War Emergency Board (as amended or modified from time to time), and the marine risk insurance covering such items afforded by the Second Seamen's War Risk Policy (published in the FEDERAL REGISTER of March 20, 1943, as Decision 1A of the Maritime War Emergency Board), as amended from time to time, and such Decisions and Policy shall be the measure and limit of the Charterer's liability under this Clause. The Owner shall give effect to the foregoing by inserting the following language, or such other language as the Charterer may from time to time direct, in the form of a rider or otherwise, in the Ship's Articles or other contract of employment on all voyages of the Vessel under this Charter:

"It is agreed that the Master, Officers, and Members of the Crew shall be furnished the war risk insurance protection covering loss of life, disability (including dismemberment, and loss of function), detention, repatriation and similar situations and loss of or damage to personal effects, required by the Decisions of the Maritime War Emergency Board, as amended or modified from time to time, and the marine risk insurance afforded by the Second Seamen's War Risk Policy, as amended from time to time."

(3) War risk protection and indemnity insurance under the terms and conditions of the standard War Risk Protection and Indemnity policy prescribed by the War Shipping Administration, a copy of which is attached hereto, for the benefit of the Owner and the Charterer, as their interests may appear.

It is specially agreed, however,

(a) That the Owner, unless otherwise agreed, shall procure marine protection and indemnity insurance under the terms and conditions of the Wartimepand Policy (Requisitioned Vessels 1943) from an American Protection and Indemnity Underwriter approved by the Charterer which issues said form of policy, which insurance shall include the interests of the Charterer and its Time Charter Agents under Service Agreements, Berth Agents and Sub-Agents acting on their behalf. The Charterer shall reimburse the Owner for all premiums paid on such insurance in consideration of which any readjustment of premiums and any return premium shall be for account of the Charterer.

(b) That to the extent that cargo claims are recoverable under said insurance or are reimbursable to the Owner under the terms of this Charter, the Charterer, and its duly authorized Agents are authorized by the Owner to attend to the adjustment and settlement of or otherwise dispose of cargo claims in such manner (not inconsistent with the terms of said Protection and Indemnity Insurance) as may be determined by the Charterer.

(c) That in the event of cancellation (except for non-payment of premium) of the insurance referred to in subparagraph (a) above by the Protection and Indemnity Underwriters, or upon thirty days' written notice from the Charterer to the Owner of its intention to terminate such insurance, the Charterer will then provide and pay for or assume as insurer, identical marine protection and indemnity insurance for the benefit of the Owner and the Charterer and the

Charterer's Agents as their interests may appear.

(d) That the Charterer assumes as insurer any liability of the Owner or the Charterer on account of loss, damage or expense in respect of land lease cargo or cargo owned by the United States or any agency or department thereof, including but not limited to the War Department, Navy Department, Metal Reserves Company, Rubber Reserves Company, Defense Supplies Corporation, Reconstruction Finance Corporation or Foreign Economic Administration, which would be recoverable under the Wartimepand Policy (Requisitioned Vessels 1943) in the absence of the specific exclusion relating thereto, therein.

(e) That the Charterer hereby insures the Owner for excess protection and indemnity liabilities on said Vessel on terms and conditions identical to that provided by Wartimepand Policy (Requisitioned Vessels 1943) to the extent that said Wartimepand Policy (by reason of the insured amounts in said policy) does not provide the Owner with complete protection and indemnity: *Provided, however*, That the liability of the Charterer under this subparagraph (e) in respect of any one accident or occurrence shall be limited to the amount, if any, by which the market value of the vessel in sound condition at the date of such accident or occurrence plus the vessel's then pending freight exceeds the insured amounts in said Wartimepand Policy.

(f) That the Owner (at its option and expense) may procure additional insurance in excess of the limits of the insurance procured or provided pursuant to subparagraphs (a) and (e) hereof, but such insurance shall not be on terms inconsistent with the provisions of this Charter.

(g) That the Charterer shall reimburse the Owner for all claims paid by the Owner and not recoverable pursuant to the provisions of the standard War Risk Protection and Indemnity Policy, and Wartimepand Policy (Requisitioned Vessels 1943) referred to above, solely by reason of deductible average, franchise or other similar deductions appearing in such policies.

(h) That the Charterer hereby insures the Owner for marine and war risk insurance against all carrier's liabilities with respect to cargo to be carried, carried, or which has been carried on board the Vessel directly incurred in consequence of the operation of the Vessel and not covered by the standard protection and indemnity insurance provided or procured pursuant to this paragraph (3), including, but not limited to, liability for deviation or overcarriage, liability for dry-docking with cargo on board the Vessel, liability under ad valorem Bills of Lading, and liability for carrying on deck, cargo covered by under deck Bills of Lading.

(4) Marine and war risk insurance covering the Owner's actual loss (or in the case of slop chests, the actual loss of the owner thereof) as determined by the Charterer, for (i) slop chests, (ii) cash carried on board the Vessel but not in excess of \$5,000 unless otherwise agreed, and (iii) consumable stores. "Consumable Stores" within the meaning of this paragraph (4) shall mean all consumable and subsistence stores (but not radio supplies, spares, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A and 7919A (Revised Forms 1939).

(B) (a) If the Charterer elects to insure with commercial underwriters any of the risks assumed or insured against by it pursuant to this Schedule A, the Owner agrees, if so instructed by the Charterer, to file with such underwriters, on behalf of the Charterer, reports, declarations, claims and the customary insurance documents, it being understood that except to the extent of any payment to the Owner by the underwriters such action

on the part of the Owner shall in no way affect the Charterer's direct liability to the Owner with respect to risks assumed or insured against by the Charterer under this Charter.

(b) As soon as practicable after attachment of this insurance, the Owner shall furnish to the Charterer a statement of all unrepaid damage known to the Owner existing at the time of attachment of this insurance, together with a report of all casualties known to the Owner which may have given rise to damage subsequent to the last drydocking in a U. S. Continental Port. Upon the request of the Charterer, the Owner shall also furnish to the Charterer copies of, or at Charterer's option permit it to inspect, all deck and engine room logs, if available, and all surveys made at or subsequent to the last drydocking of the Vessel in a U. S. Continental Port.

(c) In no case shall the insurance herein provided for cover loss or damage incurred prior to the attachment of this insurance.

(d) Insurance heretofore provided by the Charterer under this Charter shall terminate upon the attachment of this insurance; provided, however, that claims for unrepaid damage under said prior insurance shall not be due and payable until the repairs are effected or if not so effected, until the termination of this insurance, but in no case shall the Charterer, as Charterer or insurer, be liable for such unrepaid damage in addition to a subsequent total or constructive total loss under this insurance or Charter.

(e) General average adjusters shall be appointed by the Owner, from a list of adjusters satisfactory to the Charterer, and shall attend to the settlement and collection of the general average, subject to customary charges. If the Vessel should put into a port of distress or be under average, she is to be consigned to the Charterer's agents who shall be entitled to receive the usual charges and commissions.

II. WAIVERS

(a) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any vessel (1) owned by the United States, or (2) under charter to the United States on terms which would make the United States liable as Charterer, insurer or otherwise for such claims or (3) under charter to the United States and insured under the terms of the AMERICAN HULL FORM REVISOR (Requisitioned Vessels 1943).

(b) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any other vessel owned by or under charter to any Government, and against any cargo carried on any such vessel or on any vessel described in subparagraph (a) above, to the extent such waiver may be required by the Charterer in any specific case or cases in order to give effect to any agreement for mutual or reciprocal waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

(c) The waivers provided in this Clause II of Schedule A shall be effective only as to claims relating to the vessel and arising out of her use or operation under this Charter, and such waivers shall not relieve the Charterer of any liability it may have to the Owner under the terms of this Charter.

(d) The Owner shall and does hereby waive any claim against any ship repairer, based on negligence or otherwise, arising out of repair or custody of the vessel during the period of this Charter, to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United States and the repairer: *Provided, however*, That such waiver shall not preclude recovery by the Owner against the repairer

for amounts less than the customary contractual limit of \$300,000 on the repairer's liability, nor for any claim by the Owner for proper replacement of defective workmanship or material in connection with any repairs which are for the Owner's account under the terms of this Charter.

(e) The Owner shall and does hereby waive any claim for loss of or damage to the vessel against any stevedore to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United States and the stevedore, except with respect to claims which the Owner cannot recover under the provisions of Clause I (A), (1) (a) of this Schedule A, by reason of the franchise in the insurance provided pursuant to said Clause.

III. INDEMNITY AND INSURANCE

(a) The Charterer shall insure the Owner for and against any loss or damage suffered, or liabilities incurred, by the Owner for which claim is waived under the provisions of Clause II of this Schedule A (except claims for salvage in excess of actual costs in connection therewith), and which is not recovered by the Owner under any other provision of this Charter: *Provided, however*, That if a valuation of the Vessel has been agreed to this indemnity shall not entitle the Owner to recover for loss or damage to the Vessel in an aggregate sum in excess of the agreed valuation, or if no valuation of the Vessel has been agreed to, in excess of the amount of compensation payable in the event of loss of the Vessel; and *Provided further*, That this indemnity shall not entitle the Owner to recover for any period of detention or loss of use of the Vessel an aggregate sum in excess of the amount which would be payable to the Owner under the other terms of this Charter for such period.

(b) The Charterer shall reimburse, indemnify, and hold harmless the Owner, the Master and the Vessel for or from all consequences, losses and liabilities whatsoever directly resulting from compliance with or efforts to comply with any orders or directions of the Charterer, its agents, representatives or employees, or any other agency of the United States or of any allied government, or orders or directions given as provided in Clause 28 of this Charter, unless properly chargeable to the Owners under this Charter or Schedule, or recoverable under (or within the franchise of) any of the insurance procured pursuant to the terms of this Schedule A. The Owner shall, as far as may be practicable, keep the Charterer currently informed in writing as to any oral orders (involving substantial delay, expense or risk to the Vessel or her cargo) not promptly confirmed in writing by the person giving such orders.

(c) The Charterer hereby assumes and indemnifies the Owner for any loss or liability, if not covered by the terms and conditions of any of the insurances provided for in this Schedule A, arising out of performance of services under any towage or pilotage contract customarily in use in the trades in which the Charterer uses the Vessel or which is specially agreed to by the Owner upon request or instructions of the Charterer.

IV. CONSTRUCTIVE TOTAL LOSS DECLARATION BY CHARTERER

If the Charterer finds, in case of casualty or serious damage or injury to the Vessel during the period of this Charter, not constituting an actual or constructive total loss under the insurance provided in this Schedule A, that the continuation of the Charter is inadvisable because of the probable high cost of repairs or indefinite loss of use of the Vessel then the Charterer nonetheless shall have the option of declaring her a constructive total loss by so notifying the Owner in writing as soon as practicable after the oc-

currence causing such damage or injury. In the event of such a declaration by the Charterer, the Charterer as insurer, shall forthwith pay or cause to be paid to the Owner an amount to be determined in accordance with the valuation provisions of this Charter as though the Vessel were an actual total loss. *Provided, however*, If Insurance Plan II is applicable and the Vessel is in fact a constructive total loss within the terms of the insurance provided by the Owner pursuant to Plan II of said Clause I of this Schedule A, no such payment shall be made by or on behalf of the Charterer, or if the Owner shall have elected to recover for the estimated cost of repairing the damage to the Vessel under the terms and conditions of American Hull Form Revised (Requisitioned Vessels 1943) the amount payable by the Charterer to the Owner shall be reduced by the amount payable under such insurance. If the Owner does not so elect or shall not have so elected within ninety (90) days of declaration of a constructive total loss by the Charterer then the Charterer shall be subrogated to all of the rights of the Owner under such insurance. Against any such payments received by the Owner from the Charterer or the Owner's insurer, as the case may be, the Owner will, if the Charterer elects to take title, give such releases and instruments granting the Vessel or the property of her remaining to the Charterer as the Charterer may require and that are not inconsistent with the terms and conditions of the American Hull Form Revised (Requisitioned Vessels 1943).

V. ATTACHMENT OF INSURANCE

This Schedule shall be effective simultaneously with the effective date of this Amended Charter (Addendum) to which it is affixed, and the insurance to be provided by the Charterer hereunder, shall attach as of Noon, (EWT) of such effective date.

If an Owner who has elected Valuation Option II thereafter elects Valuation Option I in accordance with the terms of the Amended Charter (Addendum), then the insurance provided by the Charterer under Insurance Plan II shall terminate as of the effective date and hour that Valuation Option I becomes effective and the insurance provided by the Charterer under Insurance Plan I shall attach simultaneously therewith.

Pending an election by the Owner of Valuation Option I or II, as the case may be, as provided in Clause D of Part I of this Amended Charter (Addendum), Insurance Plan I of this Schedule shall be effective unless and until the Owner shall thereafter, in accordance with the provisions of said Clause D, elect Valuation Option II and shall notify the Charterer of his election and of the placing of marine hull insurance with the Syndicate as provided in subparagraph (a) of Clause 1A of this Schedule, in which event Insurance Plan II shall be effective retroactively to Noon (EWT) of the effective date of this Amended Charter (Addendum), notwithstanding that prior to the date of said election the Vessel or its Owner may have sustained loss, damage, or expense covered by the insurance provided by the Charterer under said Insurance Plan I.

3/25/44 Warshipreq Policy

UNITED STATES OF AMERICA
WAR SHIPPING ADMINISTRATION
Charter Number _____ No. H. _____
Date _____

By this policy of insurance does, in accordance with applicable provisions of law and subject to all limitations thereof, make insurance and cause to be insured, lost or not lost:

on the steamer (or Motor Vessel) called the _____ (or by whatever name or names the said Vessel is or shall be called), under charter to the War Shipping Administration pursuant to Charter Number _____

less, if any, payable to the person entitled thereto, or order.

In a sum as provided for in the Charter Party referred to above, or if no such sum be provided for in said Charter Party, in the amount of Just Compensation arrived at pursuant to the provisions of said Charter Party.

At and from _____ to the day and hour of redelivery of the Vessel under, or to the termination of, the Charter referred to above, whichever shall first occur.

SPECIAL CONDITIONS

A. The following conditions shall apply to all vessels insured hereunder:

1. (a) This policy shall respond for payments of general average, salvage, and collision liabilities incurred by the vessel, if covered hereby, even though the amount of such charges or liabilities may exceed the sum insured hereby or the contributory value or limitation of liability value may be greater than the value named herein: *Provided, however*, Except as provided in subparagraph (b) hereof, the total amount payable hereunder in respect of all claims arising out of any one occurrence or disaster, for liabilities under the Collision Clause and liabilities for salvage and general average shall not exceed, in the aggregate, double the amount insured on the vessel, plus any expenses of litigation incurred with the written consent of the War Shipping Administration; but (in addition to the foregoing limitation on the aggregate amount payable) in the case of vessels built in 1934 or thereafter neither (a) the amount recoverable in respect of liabilities under the Collision Clause nor (b) the aggregate amount recoverable in respect of salvage and general average shall (in respect of any one occurrence or disaster), exceed 110% of the amount insured, plus the amount of any such expenses of litigation.

(b) It is further agreed that the limits of liability as stated above and sue and labor charges recoverable under this policy shall be increased by the amount, if any, by which the market value of the vessel in sound condition at the time of such collision, casualty or occurrence, plus the vessel's then pending freight, exceeds the insured value hereunder for total loss purposes; it being understood that the amount of such additional coverage shall be applicable separately to (a) sue and labor charges, (b) general average and salvage, and (c) collision liabilities, with the full amount open for each.

(c) Nothing contained in this Clause I shall be construed as increasing the amount recoverable in respect of claims for physical loss of or damage to the insured vessel.

2. This insurance shall not be prejudiced by the participation of the Assured in any agreement as to the Waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

3. With respect to the risks and perils insured against hereunder, it is warranted that no insurance in excess of the value herein-after provided for, whether for hull, machinery, disbursements, or other similar interests however described, exists or will be placed during the currency of this insurance except as permission to place additional insurance is granted by the Administrator, and then only in accordance with the terms of such permission. *Provided always* that a breach of this warranty shall not afford the assurers any defense to a claim by mortgagees or other third parties who may have accepted this Policy without notice of such breach of warranty, nor shall it restrict the right of the Assured and/or their managers to insure in addition General Average and/or Salvage Disbursements whilst at risk, or general average, salvage or collision liabilities.

4. This insurance shall be subject to the following clauses:

(a) With leave to sail or navigate with or without pilots, to go on trial trips and to

assist or tow vessels or craft whether customary or in distress or not, and whether under a pre-arranged contract or not, or be towed, all at no additional premium.

(b) This insurance shall not be subject to any Trading Warranties.

(c) Any notice required by the terms of this policy shall be transmitted by the Assured to the Director of Wartime Insurance as soon as may be reasonably practicable. In transmitting such notice the Assured shall comply with all relevant Security Orders of the War Shipping Administration.

(d) Radio apparatus and equipment and other apparatus or equipment used for the purposes of communication or as aids to navigation or safety devices shall be covered by this insurance and included within the amount insured on the vessel as hereinbefore set forth, even when not owned by the vessel owner, provided the vessel owner has prior to date of loss assumed liability therefor; but the liability of underwriters (either as to amount or as to the risks covered) shall not exceed the vessel owner's liability or the liability to which underwriters would be subject if the property were fully owned by the vessel owner, whichever shall be the lesser.

5. In the event of claims arising from collision between the insured vessel and a sister-ship, or in the event of claims for salvage services rendered to the insured vessel by a sister-ship the sister-ship salvage clause and the sister-ship collision clause contained in the attached form of policy shall be deemed deleted therefrom in any case where the assured by any charter, or other agreement entered into by the War Shipping Administration and binding upon the Assured, would be bound to waive such claims if the vessels were not sister-ships.

6. This policy is issued pursuant to the obligation assumed by the War Shipping Administration in Clause I of Schedule A of the Charter Party referred to herein, and shall not be deemed to govern the relationship between the War Shipping Administration and the owner except as to such obligation nor to override any other provisions of the Charter Party.

7. It is agreed that liability for damage to cargo arising under any agreement to which the War Shipping Administration is a party or is bound, for the waiver or adjustment of collision claims, shall be among the liabilities covered by the Collision Clause herein, subject, however, to the same limitations and conditions which apply to other liabilities covered by the same clause. It is further agreed that where, under any such agreement, cargo's liability for General Average is waived, the cargo's proportion of any General Average sacrifices and expenses incurred by the vessel shall be payable under this policy as part of the hull's proportion of General Average, to the extent provided in Special Condition No. 1 hereinabove.

8. As between this Policy and any other policy covering the same or similar risks on the insured Vessel, such other policy shall be deemed primary and this insurance secondary. It is agreed, nevertheless, that any losses which would be payable hereunder in the absence of such other insurance shall be advanced under this Policy if the Assured is unable to collect them under such other policy within 60 days after filing the usual proofs of loss and interest. Thereafter the Assured shall, at the expense and under the direction of the Administrator, take whatever steps the Administrator may deem necessary or advisable for the collection of such loss under such other policy; and the net recovery under such other policy shall be applied, so far as necessary to the reimbursement of the amount advanced by the Administrator.

9. Where, under the terms of the Charter Party, the Administrator has a right to declare and does declare the vessel a con-

structive total loss as between himself and the Assured, the Assurer shall not be liable for unrepaired damage.

B. The following condition shall be effective only with respect to vessels to which insurance plan II of the Charter Party applies, but with respect to such vessels it shall be paramount and shall override any other provision of this policy which may be in conflict therewith.

1. During the time that Insurance Plan II of the Charter Party is effective, this insurance covers only those risks which would be covered by this policy (including the Collision Clause) in the absence of the F. C. & S. Warranty contained herein but which are excluded by that warranty (such insurance being subject to the warranties and additional clauses contained in the War Risk Clauses).

C. The following condition shall be effective only with respect to vessels to which insurance plan I of the charter party applies but with respect to such vessels it shall be paramount and shall override any other provision of this policy which may be in conflict therewith.

1. This policy shall respond to claims for partial losses covered hereby and repaired by the Owner with the approval of the War Shipping Administration (subject to the franchise warranty) even though the cost of such repairs may exceed the sum insured hereby.

D. Said Vessel, for so much as concerns the Assured, by agreement between the Assured and Underwriters in this policy, is and shall be valued at the amount in accordance with the provisions of the Charter Party, referred to above, or, if no such amount is set forth in said Charter Party, in the amount of just compensation arrived at pursuant to the provisions of said Charter Party.

Unless deleted or superseded by the Underwriters the following warranty shall be paramount, and shall supersede and nullify any contrary provision of the policy:

F. C. & S. CLAUSE

(1) Notwithstanding anything to the contrary contained in the Policy, this insurance is warranted free from any claim for loss, damage, or expense caused by or resulting from capture, seizure, arrest, restraint, or detention, or the consequences thereof or of any attempt thereat, or any taking of the vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), piracy, civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom.

(2) For the purpose of this warranty the term "consequences of hostilities or warlike operations" shall be deemed to include the following:

(a) Collision caused by failure, in compliance with wartime regulations, of the insured vessel or any vessel with which she is in collision to show the usual full peacetime navigation or anchorage lights.

(b) Stranding caused by the absence of lights, buoys, or similar peacetime aids to navigation consequent upon wartime regulations.

(c) Stranding caused by the failure of the insured vessel to employ a pilot in waters where a pilot would ordinarily be employed in peacetime but in which the employment of a pilot is dispensed with in compliance with military, naval or other Governmental orders, or with a view to avoiding imminent enemy attack.

For the purposes of this Paragraph (2) any such failure to show lights, or absence of lights, buoys, or similar peacetime aids to navigation, or failure to employ a pilot, shall be presumed to be the cause of the collision or stranding unless the contrary be proved,

and stranding shall include sinking consequent upon stranding or contact with any part of the land.

(d) Collision with another vessel in the same convoy or collision with any military or naval vessel, that is to say, a vessel manned by and under the control of military or naval personnel and designed to be employed primarily in armed combat service.

(e) Stranding, collision or contact with any external substances other than water (ice included) as a result of deliberately placing the vessel in jeopardy in compliance with military, naval or other Governmental orders in order to avoid imminent enemy attack, or as an act or measure of war taken in actual process of embarking or disembarking troops or material of war.

(3) The fact that the insured vessel or any vessel with which she is in collision is carrying troops or military or other supplies, or is proceeding to or from a war base, or is manned or operated by military or naval personnel, shall not alone be sufficient to exclude from this policy any claim which is not excluded under the terms of Paragraph (2) above.

(4) Where by reason of any of the foregoing provisions damage sustained by the insured vessel in collision would not be payable under this policy, it is understood and agreed that liability of the assured for damage caused in such collision shall not be covered by the Collision Clause in the Policy.

(5) It is agreed for the purposes of subdivision (2) (d) above all vessels manned and operated by the Department of the Navy of the United States of America shall be treated as though designed to be employed primarily in armed combat service.

This Policy is made and accepted subject to the foregoing stipulations and conditions and to the printed conditions on the following pages which are specially referred to and made part of this policy, it being understood and agreed in the case of any conflict or inconsistency the foregoing shall prevail over those which follow.

In no case shall the insurance herein provided for cover loss or damage incurred prior to the attachment of this insurance.

IN WITNESS WHEREOF, the War Shipping Administration has caused this Policy to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Administrator

Countersigned at Washington, D. C., this _____ day of _____, 19____.

Beginning the Adventure upon the said Vessel, as above, and so shall continue and endure during the period aforesaid, as employment may offer, in port and at sea, in docks and graving docks, and on ways, griddons and pontoons, at all times, in all places, and on all occasions, services, and trades whatsoever and wheresoever, under steam, motor power, or sail; with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but if without the approval of Assurers the Vessel be towed, except as is customary or when in need of assistance, or undertakes towage or salvage services under a prearranged contract made by Owners and/or Charterers, the Assured shall pay an additional premium if required by the Assurers, but no such premium shall be required for customary towage by the Vessel in connection with loading and discharging. With liberty to discharge, exchange and take on board goods, specie, passengers, and stores, wherever the Vessel may call at or proceed to, and with liberty to carry goods, live cattle, etc., on deck or otherwise. Including all risks of docking, undocking, changing docks, or moving in harbor and going on or off griddon

or graving dock as often as may be done during the currency of this Policy.

In the event of accident whereby loss or damage may result in a claim under this Policy, notice shall be given in writing to the Assurers, where practicable, prior to survey, so that they may appoint their own surveyor if they so desire. *All repairs shall be subject to the approval of the Assurer as to the extent, time and place of repairs and without limiting the foregoing* the Assurers shall be entitled to decide the port to which a damaged Vessel shall proceed for docking or repairing (the actual additional expense of the voyage arising from compliance with Assurers' requirements being refunded to the Assured) and Assurers shall also have a right of veto in connection with the place of repair or repairing firm proposed and whenever the extent of the damage is ascertainable the majority (in amount) of the Assurers may take or may require to be taken tenders for the repair of such damage.

Touching the Adventures and Perils which the Assurers are content to bear and take upon themselves, they are of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Takings at Sea, Arrests, Restraints, and Detainments of all Kings, Princes, and Peoples, of what nation, condition, or quality soever, Barratry of the Master and Mariners and of all other like Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Ship, etc., or any part thereof; excepting, however, such of the foregoing perils as may be excluded by provisions elsewhere in the policy or by endorsement, And in case of any Loss or Misfortune, it shall be lawful for the Assured, their Factors, Servants, and Assigns, to sue, labor, and travel for, in, and about the Defense, safeguard, and Recovery of the said Vessel, etc., or any part thereof, without prejudice to this insurance, to the Charges whereof the Assurers will contribute their proportion as provided below. And it is expressly declared and agreed that no acts of the Assurers or Assured in recovering, saving, or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

This insurance also specially to cover (subject to the Average Warranty) loss of or damage to hull or machinery directly caused by the following: Accidents in loading, discharging or handling cargo, or in bunkering or in taking in fuel; Explosions on Shipboard or elsewhere; Bursting of boilers; breakage of shafts or any latent defect in the machinery or hull (excluding, however, the cost and expense of repairing or renewing the defective part); Contact with Aircraft; Negligence of Master, Charterers, Mariners, Engineers, or Pilots; *Provided*, Such loss or damage has not resulted from want of due diligence by the Owners of the Vessel, or any of them, or by the Managers, Masters, Mates, Engineers, Pilots, or Crew not to be considered as part owners within the meaning of this clause should they hold shares in the vessel.

And it is further agreed that in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any vessel belonging in part or in whole to the same Owners or Charterers, the value of such services (without regard to the common ownership or control of the Vessels) shall be ascertained by arbitration in the manner below provided for under the Collision Clause, and the amount so awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.

General Average, Salvage, and Special Charges payable as provided in the contract of affreightment, or failing such provision, or there be no contract of affreightment, payable in accordance with the law and Usages of the

Port of New York: *Provided always*, That when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners of the cargo, General Average shall be paid in accordance with same.

When the contributory value of the Vessel is greater than the valuation herein, the liability of the Assurers for General Average contribution (except in respect to amount made good to the vessel) or Salvage shall not exceed that proportion of the total contribution due from the Vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which the Assurers are liable as Particular Average the value of the Vessel has been reduced for the purpose of contribution, the amount of the Particular Average claim under this policy shall be deducted from the amount insured hereunder and the Assurers shall be liable only for the proportion which such net amount bears to the contributory value.

In the event of expenditure for Salvage, Salvage Charges, or under the Sue and Labor Clause, this Policy shall only be liable for its share of such proportion of the amount chargeable to the property hereby insured as the insured value, less loss and/or damage, if any, for which the Assurers are liable, bears to the value of the saved property. *Provided*, That where there are no proceeds or there are expenses in excess of the proceeds, the expenses, or the excess of the expenses, as the case may be, shall be apportioned upon the basis of the sound value of the property at the time of the accident and this policy without any deduction for loss and/or damage shall bear its pro rata share of such expenses or excess of expenses accordingly.

Notwithstanding anything herein contained to the contrary, this Policy is warranted free from Particular Average under 3 percent, or unless amounting to \$4,850; but nevertheless when the Vessel shall have been stranded, sunk, on fire, or in collision with any other Ship of Vessel, the Assurers shall pay the damage occasioned thereby, and the expense of sighting the bottom after stranding shall be paid, if reasonably incurred, even if no damage be found.

Grounding in the Panama Canal, Suez Canal, or in the Manchester Ship Canal or its connections, or in the River Mersey above Rock Ferry Slip, or in the River Plate (above a line drawn from the North Basin, Buenos Aires, to the Mouth of the San Pedro River) or its tributaries, or in the Danube or Demerara Rivers, or on the Yenikale Bar, shall not be deemed to be a stranding.

Average payable on each valuation separately or on the whole, without deduction of thirds, new for old, whether the Average be Particular or General.

No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.

The Warranty and conditions as to Average under 3 percent to be applicable to each voyage as if separately insured, and a voyage shall be deemed to commence at one of the following periods to be selected by the Assured when making up the claim, viz: at any time at which the Vessel (1) begins to load cargo or (2) sails in ballast to a loading port. Such voyage shall be deemed to continue during the ensuing period until either she has made one outward and one homeward passage (including an intermediate ballast passage, if made) or has carried and discharged two cargoes, whichever may first happen, and further in either case, until she begins to load a subsequent cargo or sails in ballast for a loading port. When the Vessel sails in ballast to effect damage repair such sailing shall not be deemed to be a sailing for a loading port although she loads at the repairing port. In calculating the 3 percent above referred to, Particular Average occurring outside the pe-

riod covered by this Policy may be added to Particular Average occurring within such period provided it occur upon the same voyage (as above defined), but only that portion of the claim arising within such period shall be recoverable hereon. The commencement of a voyage shall not be so fixed as to overlap another voyage on which a claim is made on this or the preceding policy.

No recovery for a Constructive Total Loss shall be had hereunder unless the expense of recovering and repairing the Vessel shall exceed the insured value.

In ascertaining whether the Vessel is a Constructive Total Loss, the insured value shall be taken as the required value, and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

In the event of Total or Constructive Total Loss, no claim to be made by the Assurers for freight, whether notice of abandonment has been given or not.

In no case shall the Assurers be liable for unrepaid damage in addition to a subsequent Total Loss sustained during the term covered by this Policy.

And it is further agreed that if the Vessel hereby insured shall come into collision with any other ship or vessel and the Owners or Charterers in consequence thereof or the Surety for either or both of them in consequence of their undertaking shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the Assurers will pay the Owners or Charterers such proportion of such sum or sums so paid as the Assurers' subscription hereto bears to the value of the Vessel hereby insured. *Provided always*, That their liability in respect of any one such collision shall not exceed their proportionate part of the value of the Vessel hereby insured. And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, the Assurers will also pay a like proportion of the costs which the Owners or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charterers of each Vessel had been compelled to pay to the Owners or Charterers of the other of such Vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Owners or Charterers in consequence of such collision. *And it is further agreed*, That the principles involved in this clause shall apply to the case where both Vessels are the property in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two Vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both Vessels, and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. *Provided always*, That this clause shall in no case extend to any sum which the Owners or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers for injury to harbors, wharves, piers, stages and

similar structures, consequent on such collision, or in respect of the cargo or engagements of the Insured Vessel, or for loss of life, or personal injury. And provided also, That in the event of any claim being made by the Charterers under this clause they shall not be entitled to recover in respect of any liability to which the Owners of the Vessel, if interested in this Policy at the time of the Collision in question, would not be subject, nor to a greater extent than the Shipowners would be entitled in such event to recover.

WAR RISK CLAUSES

It is agreed that this insurance also covers those risks which would be covered by the attached policy (including the Collision Clause) in the absence of the F. C. & S. Warranty contained therein but which are excluded by that warranty.

This insurance, insofar as it relates to war risks, is also subject to the following warranties and additional clauses:

The Adventures and Perils Clause shall be construed as including the risks of piracy, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, floating and/or stationary mines and/or torpedoes whether derelict or not, and/or military or naval aircraft and/or other engines of war including missiles from the land, and warlike operations and the enforcement of sanctions by members of the League of Nations, whether before or after declaration of war and whether by a belligerent or otherwise; but excluding arrest, restraint, or detention under customs or quarantine regulations, and similar arrests, restraints, or detentions not arising from actual or impending hostilities or sanctions.

If the vessels be insured under marine policies which include the risks of pirates, claims arising from piracy shall nevertheless be paid under this policy and the underwriters hereof shall have no right to contribution from the underwriters of such marine policies it being understood that as between the two sets of policies losses due to piracy are payable under marine policies only to the extent that such losses are not collectible under the war risk policies.

The Franchise warranty in the attached policy is waived and average shall be payable irrespective of percentage and without deduction of new for old. The provisions of the attached policy with respect to constructive total loss shall apply only to claims arising from physical damage to the insured vessel.

Warranted free of any claim for delay or demurrage and warranted not to abandon in case of capture, seizure, or detention, until after condemnation of the property insured. Also warranted not to abandon in case of blockade and free from any claims for loss or expense in consequence of blockade or of any attempt to evade blockade; but in the event of blockade to be at liberty to proceed to an open port and there end the voyage.

Warranted free of any claim based upon loss of or frustration of the insured voyage or adventure caused by arrests, restraints, or detentions, of kings, princes or peoples.

Warranted free from any claim arising from capture, seizure, arrests, restraints, detention, condemnation, preemption, or confiscation by the Government of the United States of America or any State or political subdivision thereof or any government which is or may become party signatory of the "United Nations Pact", promulgated on or about January 2, 1943.

This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions including damage caused by persons acting maliciously, but this paragraph shall not be construed to include or cover any loss, damage, or expense

caused by or resulting from (a) civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom, or (b) delay, detention, or loss of use.

Where, as a result of a risk or peril hereby insured against, damage sustained by the insured vessel in collision would be payable under the provisions of this policy, liability of the Assured for damage caused by such collision shall be deemed to be covered hereunder subject to the terms and provisions of the Collision Clause of this policy.

WAR RISK PROTECTION AND INDEMNITY

Policy No. WPI Charter No. -----

UNITED STATES OF AMERICA

WAR SHIPPING ADMINISTRATION

IN CONSIDERATION OF THE STIPULATIONS hereinafter agreed and the terms of the charter referred to above, does insure in accordance with applicable provisions of law -----

Hereinafter called the Assured, in respect to the vessel called -----, in the maximum amount of \$175 per gross registered ton, if the insured vessel is a dry cargo or tank vessel completed prior to January 1, 1938; or in the maximum amount of \$250 per gross registered ton if the vessel does not come within the foregoing description or if it is a fully refrigerated vessel or seatrainer: PROVIDED, HOWEVER, that the maximum amount of insurance hereunder with respect to any one accident or occurrence shall be the sound market value of the insured vessel on the date of the accident or occurrence plus her then pending freight, if such sound market value plus pending freight shall exceed \$175 per gross registered ton, or \$250 per gross registered ton, whichever figure is applicable to the insured vessel at and from ----- to the day and hour of redelivery of the vessel under, or to the termination of, the charter referred to above, whichever shall first occur, subject to the terms and conditions hereinafter set forth against liabilities as hereinafter described.

Loss if any payable to -----

WAR RISK ONLY CLAUSES

The following War Risk only Clauses (Clauses A, B and C) shall be deemed to override P. & I. Clauses (Articles 1 to 25 inclusive) wherever they may be in conflict.

CLAUSE A. This insurance covers only those liabilities which would be covered by this Policy under Articles 1 to 25 inclusive in the absence of the F. C. & S. Clause (Article 25 (d)), but which are excluded by that Clause. The Assurer agrees to indemnify the Assured against loss, damage or expense as aforesaid which the Assured shall become liable to pay and shall pay by reason of the fact that the Assured is the owner, or charterer, or the general or time charter agent or agent or birth-agent or sub-agent of the owner or charterer (mortgagee, trustee, or receiver thereof as the case may be) of the insured vessel.

CLAUSE B. The Assurer shall also indemnify the Assured against losses arising as a result of the Assured's contractual liability, or against costs incurred by the Assured at the direction or in conformity with the wishes of the War Shipping Administration or any other Governmental agency, for repatriation of the crew to a United States port, as required, resulting from capture, seizure, arrest, restraint or detention, or the consequences thereof or of any attempt thereof, or the consequences of hostilities or warlike operations, whether before or after declaration of war.

CLAUSE C. This Policy is warranted free from any claim arising from capture, seizure, arrests, restraints, detention, condemnation, preemption, requisition or confisca-

tion by the Government of the United States of America, or any state or political subdivision thereunder, or any Government which is, or may become a party signatory of the "United Nations Pact" promulgated on or about January 2nd, 1942.

"P. AND I. CLAUSES"

(1) Liability for life salvage, loss of life of, or personal injury to, or illness of, any person, not including, however, unless otherwise agreed by endorsement hereon, liability to an employee (other than a seaman) of the assured, or in case of his death to his beneficiaries, under any compensation act. Liability hereunder shall also include burial expenses not exceeding \$200, where reasonably incurred by the assured for the burial of any seaman. The term Person as aforesaid shall include any Person or Persons carried on the insured vessel.

(a) Insurance hereunder shall cover the liability of the assured for claims under any compensation act (other than hereafter excepted) in respect of employees (i) who are members of the crew of the insured vessel, or (ii) who are placed on board the insured vessel with the intention of becoming a member of her crew, or (iii) who, in the event of the vessel being laid up and out of commission, or engaged in the upkeep, maintenance or watching of the insured vessel, or (iv) who are engaged by the insured vessel or its Master to perform stovedoring work in connection with the vessel's cargo at ports in Alaska and ports outside the Continental United States where contract stovedores are not readily available. This insurance, however, shall not be considered as a qualification under any Compensation Act; but, without diminishing in any way the liability of the Assurer under this policy, the Assured may have in effect policies covering such liabilities. All claims under such Compensation Acts for which the Assurer is liable under the terms of this policy are to be paid without regard to such other policies.

(b) Insurance hereunder shall not cover any liabilities under the provisions of the Act of Congress approved September 7th, 1910 and as amended, Public Act #267, Sixty Fourth Congress, known as the U. S. Employees Compensation Act.

(c) Insurance hereunder in connection with the handling of cargo for the insured vessel shall commence from the time of receipt by the Assured of the cargo on dock or wharf, or on craft alongside for loading, and shall continue until due delivery thereof from dock or wharf of discharge or until discharge from the insured vessel on to a craft alongside.

(d) Notwithstanding anything to the contrary contained in Paragraph (20), liability hereunder shall be extended to cover claims of seamen under any Workmen's Compensation Act whether the liability of the Assured for such claims arises under contract or otherwise.

(2) Liability for expenses reasonably incurred in necessarily repatriating any member of the crew or any other person employed on board the insured vessel; provided, however, that the Assurer's liability for repatriation expenses shall be no greater than if the vessel were privately owned by an American Citizen or than if the employer were a private American Shipowner, and that the Assured shall not be entitled to recover any such expenses incurred by reason of the expiration of the shipping agreement, other than by sea perils, or by reason of the voluntary termination of the agreement. Wages shall be included in such expenses when payable under statutory obligation during unemployment due to the wreck or loss of the insured vessel.

(3) Liability for loss or damage arising from collision of the insured vessel with an-

other ship or vessel insofar as such liability is excluded from the liabilities insured under the Four-fourths Collision Clause in the American Institute Hull Form of policy: "And it is further agreed that if the vessel hereby insured shall come into collision with any other ship or vessel and the Assured or the Charterers in consequence thereof or the Surety for either or both of them in consequence of their undertaking shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, we, the Underwriters, will pay the Assured or Charterers such proportion of such sum or sums so paid as our respective subscriptions hereto bear to the value of the vessel hereby insured: *Provided always*, That our liability in respect of any one such collision shall not exceed our proportionate part of the value of the vessel hereby insured. And in cases where the liability of the vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, we will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then, unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principal of Cross-Liabilities as if the Owners or Charterers of each vessel had been compelled to pay to the Owners or Charterers of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both vessels are the property, in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of arbitrators, one to be appointed by the Managing Owners or Charterers of both vessels, and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. *Provided always*, That this clause shall in no case extend to any sum which the Assured or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages and similar structures, consequent on such collision, or in respect of the cargo or engagement of the insured vessel, or for loss of life, or personal injury."

Provided, however, That insurance hereunder shall not extend to any liability, whether direct or indirect, in respect of the engagements of or the detention or loss of time of the insured vessel.

(a) Claims hereunder shall be settled on the principles of Cross-Liabilities to the same extent only as provided in the four-fourths Collision Clause above mentioned.

(b) Claims hereunder shall be separated among the several classes enumerated in this policy and each class shall be subject to the special conditions applicable in respect to such class.

(c) Notwithstanding the foregoing, the Assurer shall not be liable for any claims hereunder where the various liabilities resulting from such collision, or any of them, have been compromised, settled or adjusted without the written consent of the Assurer.

(4) Liability for loss of or damage to any other vessel or craft, or to property on board such other vessel or craft, caused otherwise than by collision.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurers shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

(5) Liability for damage to any deck, pier, jetty, bridge, harbor, breakwater, structure, beacon, buoy, lighthouse, cable or to any fixed or movable object or property whatsoever, except another vessel or craft or property on another vessel or craft or on the insured vessel unless elsewhere covered herein.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurers shall be liable as if such damaged property belong to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

(b) Insurance hereunder shall cover all liabilities for said damages that the insured vessel or her owners would have if she were privately owned by an American citizen and irrespective of the ownership of any property the vessel may damage: *Provided, however*, That the rights of the Assurer shall be the same as though the vessel were privately owned.

(6) Liability for costs or expenses of or incidental to the removal of the wreck of the insured vessel if legally liable therefore: *Provided, however*, That:

(a) From such costs and expenses shall be deducted the value of any salvage from or which might have been recovered from the wreck insuring, or which might have insured, to the benefit of the Assured;

(b) The Assurer shall not be liable for any costs or expenses which would be covered by full insurance under the American Institute Hull form of policy, 7/1/41 issued by the American Marine Hull Insurance Syndicate;

(c) *The Assurer shall not be liable for any costs or expenses for which a private American vessel owner could not be legally liable, or for any costs or expenses from which a private American vessel owner could release himself by abandonment of the wreck to the United States Government or by other appropriate action.*

(7) Liability for loss of or damage to or in connection with cargo or other property (except mail or parcels post), including baggage and personal effects of persons other than members of the crew, and not exceeding \$100. per person, to be carried, carried or which has been carried on board the insured vessel: *Provided, however*, That no liability shall exist hereunder for:

(a) Loss, damage or expense incurred in connection with the custody, carriage or delivery of specie, bullion, precious metals, precious stones, jewelry, silks, furs, banknotes, bonds or other negotiable documents, or similar valuable property.

(b) Loss, damage or expense arising out of or in connection with the care, custody, carriage or delivery of cargo requiring refrigeration, unless the spaces, apparatus, and means used for the care, custody and carriage thereof have been surveyed by a classification or other competent disinterested surveyor under working conditions before the commencement of each round voyage and found in all respects fit, and unless the Assurer has approved in writing the form of contract under which such cargo is accepted for transportation;

(c) Loss, damage or expense arising from any deviation or proposed deviation, not authorized by the contract of affreightment, known to the Assured in time to insure spe-

cifically the liability therefore, unless notice thereof is given to the Assurer and the Assurer agrees, in writing, that such insurance is unnecessary. Knowledge of the United States Governmental Departments or Agencies, other than the War Shipping Administration, its General or Time Charter Agents or Perth Agents in the continental United States, shall not be considered as knowledge of the Assured in respect to deviation or proposed deviation; furthermore, the Assured shall not be prejudiced in respect to insurance hereunder in event of delay in reporting any deviation to the Assurer due to laws or governmental regulations or practices due to military reasons.

(d) Loss, damage or expense arising with respect to under deck cargo stowed on deck or with respect to cargo stowed in spaces not suitable for its carriage, unless the Assured shall show that every reasonable precaution has been taken by him to prevent such improper stowage;

(e) Loss, damage, or expense arising out of or as a result of the issuance of bills of lading which, to the knowledge of the Assured, improperly described the goods or their containers as to condition or quantity;

(f) Loss, damage or expense arising from issuance of clean bills of lading for goods known to be missing, unsound or damaged;

(g) Loss, damage or expense arising from the intentional issuance of bills of lading prior to receipt of the goods described therein, or covering goods not received at all;

(h) Loss, damage or expense arising from delivery of cargo without surrender of order bills of lading;

(i) Freight on cargo short-delivered, whether or not prepaid or whether or not included in the claim and paid by the Assured; *And provided further*, That:

(j) Liability hereunder shall in no event exceed that which would be imposed by law in the absence of contract;

(k) Liability hereunder shall be limited to such as would exist if the charter party, bill of lading, or contract of affreightment contained (i) a negligence general average clause in the form hereinafter specified under paragraph (12); (ii) a clause providing that any provision of the charter party, bill of lading, or contract of affreightment to the contrary notwithstanding, the Assured and the insured vessel shall have the benefit of all limitations of and exemptions from liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force; (iii) such clauses, if any, as are required by law to be stated therein; (iv) and such other protective clauses as are generally in use in the particular trade;

(l) When cargo carried by the insured vessel is under a bill of lading or similar document of title subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as is imposed by said Act or law, and if the Assured or the insured vessel assumes any greater liability or obligation, either in respect of the valuation of the cargo or in any other respect, then the minimum liabilities and obligations imposed by said Act or law, such greater liability or obligation shall not be covered hereunder;

(m) When cargo carried by the insured vessel is under a charter party, bill of lading, or contract of affreightment not subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as would exist if said charter party, bill of lading, or contract of affreightment contained a clause exempting the Assured and the insured vessel from liability for losses arising from unseaworthiness provided that due diligence shall have been exercised to make the vessel seaworthy and properly manned, equipped and supplied, and

a clause limiting the Assured's liability for total loss or damage to goods shipped to \$500 per package, or in case of goods not shipped in packages, per customary freight unit, and providing for pro rata adjustment on such basis for partial loss or damage. The provisions of clauses (k), (l) and (m) herein may, however, be waived or altered by the Assurer on terms agreed, in writing.

(n) In the event cargo is carried under an arrangement not reduced to writing, such cargo shall be deemed to be carried under a charter party, bill of lading, or contract of affreightment incorporating the terms and conditions of the War Shipping Administration uniform bill of lading in the present form as published in Vol. 7, No. 134, p. 5246-5251 of the FEDERAL REGISTER or as modified by the War Shipping Administration;

(o) Where cargo on board the insured vessel is the property of the Assured, such cargo shall be deemed to be carried under a contract containing the protective clauses described in clauses (k), (l) and (m) herein; and such cargo shall be deemed to be fully insured under the usual form of cargo policy, and in case of loss or damage to such cargo the Assured shall be insured hereunder in respect of such loss or damage only to the extent that he would have been if the cargo had belonged to another, but only in the event and to the extent that the loss or damage would not be recoverable from marine insurers under a cargo policy as above specified;

(p) No liability shall exist hereunder for any loss, damage or expense in respect of cargo being transported on land or on another vessel;

(q) No liability shall exist hereunder for any loss, damage or expense in respect of cargo before loading on or after discharge from the insured vessel caused by flood, tide, windstorm, earthquake, fire, explosion, heat, cold, deterioration, collapse of wharf, leaky shed, theft or pilferage unless such loss, damage or expense is caused directly by the insured vessel, her master, officers, or crew;

(8) Liability for fines and penalties for the violation of any laws of the United States, or of any state thereof, or of any foreign country, *Provided, however*, That the Assurer shall not be liable to indemnify the Assured against any such fines or penalties resulting directly or indirectly from the failure, neglect or fault of the Assured or its managing officers to exercise the highest degree of diligence to prevent a violation of any such laws.

(9) Liability for expenses incurred in resisting any unfounded claim by the master or crew or other persons employed on board the insured vessel, or in prosecuting such person or persons in case of mutiny or other misconduct; not including, however, costs which would not reasonably be incurred by a private American vessel owner under similar circumstances, nor costs of successfully defending claims elsewhere protected in this policy.

(10) Liability for extraordinary expenses, incurred in consequence of the outbreak of plague or other disease on the insured vessel, for disinfection of the vessel or of persons on board, or for quarantine expenses, not being the ordinary expenses of loading or discharging, nor the wages or provisions of crew or passengers: *Provided, however*, That no liability shall exist hereunder if the vessel be ordered to proceed to a port where it is known that she will be subjected to quarantine;

(11) Liability for port charges incurred solely for the purpose of putting in to land an injured or sick seaman, and the net loss to the Assured in respect of bunkers, insurance stores and provisions as the result of the deviation.

(12) Liability for Cargo's proportion of General Average, including special charges, so far as the Assured cannot recover the

same from any other source: *Provided, however*, That if the charter party, bill of lading or contract of affreightment does not contain the negligence general average clause quoted below, the Assurer's liability hereunder shall be limited to such as would exist if such clause were contained therein, viz.:

"In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers."

(13) Liability for costs, charges and expenses reasonably incurred and paid by the Assured in connection with any liability insured under this policy, provided that the Assured shall not be entitled to indemnity for the cost or expense of prosecuting or defending any claim or suit unless the same shall have been incurred with the approval in writing of the Assurer, or the Assurer shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay, or that the expenses were reasonably and properly incurred. The cost and expense of prosecuting any claim in which the Assurer shall have an interest by subrogation or otherwise, shall be divided between the Assured and the Assurer, in proportion to the amounts which they would have been entitled to receive respectively, if the suit should be successful.

(14) If the master of the insured vessel shall be sued by reason of any event which imposes on the Assured a liability against which the Assured is indemnified under this policy, the Assurer will pay the costs and expenses of the defense of such suit subject to the provisions of paragraph (13), and will indemnify the master of such vessel to the same extent as though he were an assured under this policy, provided, however, that the Assurer shall not be liable to indemnify the master in excess of the amount (a) for which the owner of said vessel would have been liable, or to which such owner could have limited liability, if such owner has been sued instead of the master, or (b) for which the Assurer would be liable under this policy had the suit been brought against the owner of the vessel.

(15) Expenses which the Assured may incur under authorization of the Assurer in the interest of the Assurer.

GENERAL CONDITIONS AND LIMITATIONS

(16) In the event of any happening which may result in loss, damage or expense for which the Assurer may become liable, prompt notice thereof, on being known to the Assured, shall be given by the Assured to the Assurer, but failure to give such prompt notice because of wartime emergency conditions shall not prejudice this insurance.

The assurer shall not be liable for any claim not presented to the Assurer with proper proofs of loss within twelve (12) months after payment by the Assured.

(17) In no event shall suit on any claim be maintainable against the Assurer unless commenced within eighteen (18) months after the loss, damage or expenses resulting from liabilities, risks, events, occurrences and expenditures specified under this policy shall have been paid by the Assured.

(18) The Assured shall not make any admission of liability, either before or after any occurrence which may result in a claim for

which the Assurer may be liable. The Assured shall not interfere in any negotiations of the Assurer for settlement of any legal proceedings in respect of any occurrences for which the Assurer is liable under this policy; provided, however, that in respect of any occurrence likely to give rise to a claim under this Policy, the Assured is obligated to and shall take such steps to protect his and the Assurer's interests as would reasonably be taken in the absence of this or similar insurance. If the Assured shall fail or refuse to settle any claim as authorized by Assurer, the liability of the Assurer to the Assured shall be limited to the amount for which settlement could have been made.

(19) Whenever required by the Assurer, the Assured shall aid in securing information and evidence, *subject to any governmental limitations as to the confidential character of such information or evidence*, and in obtaining witnesses and shall cooperate with the Assurer in the defense of any claim or suit or in the appeal from any judgment, in respect of any occurrence as hereinbefore provided.

(20) Unless otherwise agreed by endorsement hereon, the Assurer's liability shall in no event exceed that which would be imposed on the Assured by law in the absence of contract: *Provided, however*, That the acceptance by the Assured of towage contract or agreement limiting the liability of towboats or their owners shall not affect the Assured's right of indemnity from the Assurer for any liability, loss, damage or expense covered under this policy.

(21) No claim or demand against the Assurer shall be assigned or transferred, and no person, other than a receiver of the property or the estate of the Assured, shall acquire any right against the Assurer without the express consent of the Assurer: *Provided, however*, That this shall not affect the rights of any assignee under an assignment made by virtue of any governmental order or decree, in which event such assignee shall have and possess all of the rights of its predecessor in assignment.

(22) The Assurer shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any payment made under this policy, to the extent of such payment, and the Assured shall, upon the request of the Assurer, execute all documents necessary to secure to the Assurer such rights.

(23) The Assurer shall not be liable for any loss or damage against which, but for the insurance hereunder, the Assured is or would be insured under existing insurance excepting as provided in Paragraph (1) (a) hereof.

(24) If and when the Assured under this policy has any interest other than as an owner or bare boat charterer of the insured vessel, in no event shall the Assurer be liable hereunder to any greater extent than if such Assured were the owner or bare boat charterer and were entitled to all the rights of limitation to which a shipowner is entitled.

(25) Notwithstanding anything to the contrary contained in this policy, the Assurer shall not be liable for any loss, damage, or expense sustained, directly or indirectly, by reason of:

(a) Loss, damage or expense to hull, machinery, equipment or fittings of the insured vessel, including refrigerating apparatus and wireless equipment, whether or not owned by the Assured;

(b) Cancellation or breach of any charter or contract, detention of the vessel, bad debts, insolvency, fraud of agents, loss of freight, passage money, hire, demurrage, or any other loss of revenue;

(c) Any loss, damage, sacrifice, or expense which would be payable under the terms of the American Institute Hull form of policy, 7/1/44 issued by the American Marine Hull Insurance Syndicate on hull, machinery, etc.,

whether or not the insured vessel is fully covered by insurance sufficient in amount to pay such loss, damage, sacrifice or expense;

(d) Capture, seizure, arrest, restraint or detention, or the consequences thereof, or of any attempt thereat, or the consequences of hostilities or war-like operations, whether before or after the declaration of war;

(e) The insured vessel towing any other vessel or craft, unless such towage was to assist such other vessel or craft in distress to a port or place of safety: *Provided, however,* That this exception shall not apply to claims covered under paragraph (1) of this policy.

(f) For any claim for loss of life, personal injury or illness in relation to the handling of cargo where such claim arises under a contract of indemnity between the Assured and his sub-contractor.

IN WITNESS WHEREOF, the War Shipping Administration has caused this policy to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Countersigned at Washington, D. C., this _____ day of _____, 19_____.

E. S. LAND,
Administrator.

(E.O. 9054, 7 F.R. 837)

[SEAL]

E. S. LAND,
Administrator.

APRIL 7, 1944.

[F. R. Doc. 44-4981; Filed, April 7, 1944; 11:27 a. m.]

[G. O. 11, Supp. 4] -

PART 302—CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERE TO

TIME CHARTERS FOR TANK VESSELS

Sections 302.55 and 302.56 (General Order 11, Supplements 1, 1A, and 1B) are merged into one section, § 302.55, and revised to read:

§ 302.55 *Amended time charter for tank vessels "Warshipolltime (Rev.)".* The Administrator, War Shipping Administration, adopts the following standard form of addendum for time charters for tank vessels heretofore entered into by the United States of America, acting by and through the Administrator, to be known as "Warshipolltime (Rev.)":

Contract No. _____

Form No. 102 (Rev.) 4/4/44
Warshipolltime (Rev.)

WAR SHIPPING ADMINISTRATION

AMENDED TIME CHARTER FOR TANK VESSELS

WHEREAS, the Owner and the Charterer have heretofore entered into a charter agreement dated as of _____, 1942, providing for the charter of the Vessel upon the terms and conditions therein set forth, and

WHEREAS, the Owner and Charterer have heretofore agreed by addendum to such charter that the rate of hire and insurance valuation, if any, may be subject to readjustment, to the extent therein provided, such readjustment to be effective as of December 1, 1943, with respect to the rate of hire, and

WHEREAS, the Charterer has tendered to the Owner a statement of the rate of hire which in the judgment of the Administrator will be just compensation for the use of the Vessel

and the services required under the terms of the Charter for the period commencing from December 1, 1943, and terminating upon the effective date of this Addendum and proposes in this Addendum to tender a similarly determined rate of hire for the period commencing with the effective date of this Addendum and extending for the balance of the term of this Charter and likewise desires in the same manner to tender a valuation for the Vessel which in the opinion of the Administrator will constitute just compensation for the loss of or damage to the Vessel occurring after the effective date of this Addendum, and

WHEREAS, the Charterer has found that in order to facilitate the prosecution of the war and otherwise to benefit the interests of the United States, it is necessary and desirable that the Charter be further amended to the extent provided for by this Addendum,

Now, THEREFORE, the Charterer and the Owner do mutually agree to amend the Charter effective upon the date hereinafter set forth so that such Charter will be as follows:

Amended Time Charter (hereinafter sometimes referred to as the Charter), dated as of _____, 19____, between _____

Address _____ Owner of the SS/MS _____ (herein called the "Vessel"), and United States of America, acting by and through the Administrator, War Shipping Administration, Charterer, the terms of the Charter being as follows:

(Part I—Revised)

The Vessel's particulars on which the rate of hire and valuation have been based in part by the Administrator are as follows:

Deadweight capacity, as defined in Clause 5, Part II _____

Bale capacity or refrigerated cargo space, as represented by the Owner, exclusive of ship's stores and space installed by or at the expense of Charterer _____ cubic feet

Year built _____

CLAUSE A. *Period of charter.* From the time of delivery to the time of expiration of the voyage current at the end of the emergency proclaimed by the President of the United States on May 27, 1941: *Provided, however,* That either party may sooner terminate this Charter upon not less than thirty (30) days' written or telegraphic notice to the other. In either case, the Vessel shall be redelivered as hereinafter provided.

CLAUSE B. *Trading limits.* As and where the Charterer may from time to time determine, subject to normal trading limits for a Vessel of her size, type and description.

CLAUSE C. *Hire.* The Owner is hereby given an election either (I) to accept the rate of hire hereinafter set forth in Option I, which states the rate which in the Administrator's judgment will be just compensation for the use of the Vessel and the services required under the terms of this Charter; or (II) to decline to accept such rate of hire and to have the amount of just compensation judicially determined. If the Owner elects Option I, hire at the rate therein stated shall be paid by the Charterer to the Owner in the manner provided in Part II. If the Owner executes this amended Charter but does not accept the rate of hire set forth in Option I, the right of the Owner to pursue whatever legal remedy it may have to recover just compensation under the laws and Constitution of the United States shall not be impaired or prejudiced either by the execution and delivery of this Amended Charter, or by the acceptance of 75 per centum of the rate of hire set forth in Option I, and this Charter, in any such event, shall then be

deemed an agreement governing only the relations between the Owner and the Charterer in respect to matters other than the amount of just compensation for the use of the Vessel and the services required under the terms of this Charter. Where Option II applies the Charterer reserves all rights which it may have to readjust or redetermine the rate of hire at any time.

Option I. The hire shall be \$_____ per calendar month or pro rata for any portion thereof, of which the sum of \$_____ per calendar month shall be compensation to the Owner for the use of the Vessel (herein sometimes referred to as the use rate) and the balance shall be compensation to the Owner for services required under the terms of this Charter (herein sometimes referred to as the service rate).

Option II. The Charterer shall pay to the Owner just compensation, to be judicially determined, for the use of the Vessel and the services required under the terms of this Charter, and, subject to the Charterer's reservations as to readjustment or redetermination of the rate of hire the Charterer shall pay on account of just compensation a sum equal to 75 per centum of the hire otherwise payable under the terms of this Charter as the same may from time to time be due under the terms of this Charter, and the Owner shall be entitled to sue the United States to recover such further sum as added to such 75 per centum will make up such amount as will be just compensation. The term "just compensation" as used in this Clause C and elsewhere in this Charter shall be deemed to include interest, if any, to which the Owner would be entitled if it had not executed and delivered this Charter.

Time of election between options. The Owner shall elect between Option I and Option II at the time the Owner signs this Charter, unless a rate has not then been inserted in Option I. In the latter case, such election shall be made by the Owner in writing within thirty (30) days after receipt of written notice from the Charterer of the rate to be so inserted. In the event of the Owner's failure to elect Option I at the time of signing, or within such 30-day period, as the case may be, Option II shall apply: *Provided, however,* That at any time after election has been made of either Option I or Option II, but before redelivery and before commencement of suit for just compensation, the Owner, subject to the approval of the Charterer, may, if it has elected Option I herein, change such election to Option II, effective as of the date of such change and notice thereof to the Charterer, or if it has elected Option II herein, change such election to Option I, effective as of the time of delivery under this Charter or such other mutually agreeable date as the Charterer may fix. Whenever Option II is applicable, it shall be deemed to have been elected for the purpose of this proviso.

Rate revision (Option I only). At any time after July 1, 1944, but not more often than once every 120 days thereafter, either party may request a redetermination of the rate of charter hire upon thirty (30) days' written or telegraphic notice to the other, but no rate redetermination prior to July 1, 1945 shall involve a change in the use rate factor of the charter hire. If a revised rate is determined and agreed upon within such 30-day period, it shall become effective as of the date specified in the determination and shall continue for the balance of the period of this Charter, subject to further redetermination in accordance with the provisions of this paragraph. If a revised rate is not determined and agreed upon within any such 30-day period, then the rate of hire in effect at the time of such notice shall apply only until noon (EWT) of the day after the end of such 30-day period, and the

Charterer shall make a redetermination of the rate of hire, as to which the provisions of Option II of this Clause C shall apply for the balance of the period of this Charter. A change in the rate of charter hire under this paragraph shall not terminate the period of or otherwise modify the provisions of this Charter, and any such change shall be without prejudice to the rights of either party to terminate this Charter as provided in Clause A, Part I.

Clause D. Valuation. The Owner shall elect between the following options, unless this is a Vessel subject to the provisions of Section 802 of the Merchant Marine Act 1936, as amended, in which event the Owner shall not have the right to elect Option I, and Option II shall apply.

Option I. In the event of loss or damage to the Vessel due to the operation of a risk assumed by the Charterer under the terms of this Charter, the Charterer shall pay to the Owner just compensation, to be judicially determined, for such loss or damage, to the extent the person entitled thereto is not reimbursed therefor through policies of insurance against such loss or damage. In such event the amount of just compensation shall be determined and tendered by the Charterer as soon as practicable after the loss or damage, but if the amount of just compensation so determined is unsatisfactory to the person entitled thereto, the Charterer shall pay to such person 75 per centum of the amount so determined, and such person shall be entitled to sue the United States to recover such further sum as, added to said 75 per centum, will make up such amount as will be just compensation for such loss or damage.

Option II. For the period ending noon, E. W. T., April 20, 1945, the agreed valuation of the Vessel for the purposes of this Charter and the insurance provided by the Charterer, is the sum of \$_____. For each subsequent twelve (12) month period the valuation, unless otherwise agreed, shall be reduced by _____, but any Owner who shall be dissatisfied with such reduction shall have the option, to be exercised on or before April 1, 1945 or on or before April 1st of any year thereafter, to elect Option I for the period commencing at noon, E. W. T., of the following April 20th, and effective for the balance of the term of this Charter. In event of such election, the provisions of Option I shall control for all purposes from such effective date.

The foregoing provisions of this Option II shall not be applicable to a Vessel subject to the provisions of Section 802 of the Merchant Marine Act, 1936, as amended. For the purposes of this Charter and any insurance undertaken by the Charterer, any such Vessel shall be valued as of the date of loss at the actual depreciated construction cost of the Vessel (together with the actual depreciated cost of capital improvements thereon, but excluding the cost of national-defense features), less than depreciated amount of construction-differential subsidy theretofore paid incident to the construction or reconditioning of such Vessel, or the fair and reasonable scrap value of such Vessel as determined by the Charterer, whichever is greater. In computing the depreciated value of the Vessel, depreciation shall be computed on the Vessel on the schedule adopted by the Bureau of Internal Revenue for income-tax purposes.

By mutual agreement the valuation provisions of this Option II may be superseded as of the date of loss or any other mutually agreeable date in the event that the Charterer shall adopt any plan with respect to replacement of vessels which is applicable to this Vessel.

Time of election between options. Except as otherwise provided in valuation Option II above, the Owner shall elect between Option I and Option II at the time the Owner signs

this Charter, unless a valuation has not then been inserted in Option II. In the latter case, such election shall be made by the Owner in writing within thirty (30) days after receipt of written notice from the Charterer of the valuation to be so inserted. In the event of the Owner's failure to elect Option II at the time of signing or within such 30-day period, as the case may be, Option I shall apply.

Clause E. Port of delivery.

Clause F. Time and date of delivery.

Clause G. Port of redelivery. Port of delivery, unless otherwise agreed: *Provided, however,* That at Owner's option, redelivery shall be made at the U. S. continental port where the Owner maintains its principal operating headquarters.

Clause H. Notice of redelivery. The Charterer shall give not less than thirty (30) days' written or telegraphic notice.

Clause I. Uniform terms. This Charter consists of this Part I and Part II, conforming to the Amended Time Charter for Tank Vessels, published in the FEDERAL REGISTER of April 8, 1944. The provisions of Part II shall be incorporated by reference in and need not be attached to Part I of this Charter, and unless in this Part I otherwise expressly provided, all of the provisions of Part II shall be part of this Charter as though fully set forth in this Part I.

Clause J. Effective date of this amended charter. Unless otherwise agreed, this Amended Charter (Addendum) shall be effective upon completion of discharge of the Vessel in a port in the Continental United States, excluding Alaska, on the voyage current on May 15 1944, or if the Vessel be in a port in the Continental United States, excluding Alaska, on May 5, 1944, then effective May 15, 1944, or if the Vessel has not returned to a port in the Continental United States, excluding Alaska, prior to July 15, 1944 then effective July 15, 1944, if the Vessel be in any port at that date, otherwise effective upon the Vessel's safe arrival at the Vessel's next port of call.

Clause K. Reservation as to just compensation. Whenever the Owner hereunder is entitled to just compensation as provided under Option II Clause C or Option I Clause D or Plan I Schedule A hereof, the rights of such Owner as to the determination and payment of just compensation under the laws and Constitution of the United States shall not be prejudiced by reason of the execution and delivery of this Charter by such Owner, and the rights of such Owner to just compensation shall be the same as though he had not executed and delivered this Charter, provided, however, that all terms and conditions other than those relating to the determination and payment of just compensation shall not be impaired or affected by this reservation.

Clause L. Special Provisions.

IN WITNESS WHEREOF, the Owner has executed this Charter in quadruplicate the _____ day of _____, 19____, and has elected Hire Option _____ and Valuation Option _____, and the Charterer has executed this Charter in quadruplicate the _____ day of _____, 19____.

As to execution for Owner

By: _____
UNITED STATES OF AMERICA,
By: E. S. LAND, Administrator,
War Shipping Administration.
By: _____

For the Administrator.

Attest:

or if not incorporated

In the presence of:

Witness

and

Witness

Approved as to form:

Assistant General Counsel

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____ a corporation organized and existing under the laws of the State of _____ and having its principal place of business at _____ a party to this Charter, and, as such, I am the custodian of its official records and the minute books of its governing body; that who signed this Charter on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Charter in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Charter is within the scope of the corporate and lawful powers of this corporation.

[CORPORATE SEAL]

Secretary.

Form No. 102 (Rev.) 4/8/44
Warshipolltime (Rev.)

WAR SHIPPING ADMINISTRATION

UNIFORM TIME CHARTER TERMS AND CONDITIONS
FOR TANK VESSELS

(Part II—Revised)

Clause 1. The Vessel shall be placed at the disposal of the Charterer at the port of delivery at such sale already dock, wharf, or place as the Charterer may direct. Any time lost by the Vessel awaiting the availability of such dock, wharf, or place shall count as time on hire. The Vessel on her delivery, as far as due diligence can make her so, shall be ready to receive cargo with pipe lines and pumps in good working condition, and tight, staunch, strong, and in every way fitted for normal service for a Vessel of her size, type and description, with a Master, and a sufficient complement of officers and crew (hereinafter referred to collectively as the crew) for a Vessel of her tonnage, and due diligence shall be exercised by the Owner to maintain her in such state during the currency of this Charter.

The Vessel shall be employed in carrying petroleum or its products in bulk, in lawful trades between safe ports or places, as the Charterer or its agents may direct.

The Vessel may be employed to tow or may be towed, but the Charterer shall indemnify the Owner for any loss, damage, claims or expenses, resulting from any such use of the Vessel.

For the purpose of this Charter the Owner shall be entitled to the benefits of all waivers in the navigation and inspection laws granted by an authorized officer or by law or regulation.

If radio or other equipment is required to enable the Vessel to comply with this Clause and such equipment is leased by the Owner, it shall pay the rental and maintenance charges therefor or, if such charges are paid by the Charterer, such charges may be deducted from the hire.

Clause 2. The whole reach and burthen of the Vessel's holds, decks, and usual places of carriage (but not more than she can reasonably stow and carry), shall be at the Charterer's disposal reserving only space proper and sufficient in the opinion of the Master for Vessel's crew, Master's cabin, tackle, apparel, furniture, provisions, fresh water, stores, and fuel. The Charterer shall have the option of shipping lawful merchandise in

cases, can or other packages in the Vessel's forehold, 'tween decks or other suitable space available, subject, however, to the Master's approval as to kind, character, amount and stowage, and to the extent that the Owner is not required thereby to obtain a certificate of convenience and necessity therefor under the Transportation Act of 1940. All expenses for dunnage, loading, stowing and discharging so incurred shall be paid by the Charterer, but the Owner is not to provide any equipment not already on board for handling such cargo, and such merchandise shall be shipped at the Charterer's risk and peril.

CLAUSE 3. A. Commencing with the time this Amended Charter becomes effective, the Charterer shall (except as otherwise expressly provided in this Charter) pay hire for the use of the Vessel and for the services required under the terms of this Charter at the rate provided in Option I of Clause C, of Part I of this Amended Charter, or, if the Owner has not elected said Option I, make payments on account of just compensation as provided in Option II of Clause C, Part I of this Amended Charter, and in either case such hire or payments on account shall continue until the time of the redelivery of the vessel to the Owner as in this Charter provided, unless the parties hereto otherwise agreed: *Provided, however*, That if the Vessel shall be an actual total loss, such hire or payments on account shall continue until the time of her loss, if known, or if the date of loss cannot be ascertained, or if the Vessel is unreported, such hire or payments shall continue for one-half the calculated time necessary for the Vessel to proceed from her last known position to the next port of call, but not exceeding 14 days. If the Vessel is a constructive total loss under the terms of any insurance thereon or is declared a constructive total loss by the Charterer under the provisions of Schedule A, such hire or payments shall continue until Noon (EWT) of the day of the last casualty resulting in or causing or contributing to her loss, except as otherwise provided in Clause 30 of this Charter. Nothing in this Clause shall prohibit the Owner from instituting proceedings at any time after the effective date of this Amended Charter to recover just compensation when Option II of Clause C, Part I, is applicable.

CLAUSE 3. B. If at the time of redelivery under this Charter, the Vessel shall require repairs of any damage arising from risks insured against or assumed by the Charterer or for which the Charterer is otherwise liable, hire or payments on account herein provided shall continue until completion by the Charterer of such repairs and of any work required of the Charterer by Clause 11, Part II; subject to the provisions of Clause 11 D hereof.

CLAUSE 3. C. On the first day of each calendar month, the hire or payments on account of just compensation provided for in this Amended Charter, and all other monies accruing during the preceding month in favor of the Owner, shall be due and payable.

CLAUSE 3. D. The Charterer or its agents may advance currency or perform any services, or furnish any supplies or equipment, which are required by the Owner and are for the Owner's account under this Charter, and the Owner, upon being furnished evidence thereof, shall reimburse or secure the Charterer for the fair and reasonable dollar value of any currency so advanced, services so performed, or supplies and equipment so furnished, or at the Charterer's election the equivalent thereof may be deducted from the hire. It is understood that any such advances made or services performed or supplies and equipment furnished by the government of any country as aid to or for the account of the United States shall be deemed currency advanced, services performed, or supplies and equipment furnished by the Charterer.

CLAUSE 3. E. If, pursuant to any applicable laws of the United States or any agreements entered into pursuant thereto, the Owner is required because of the operation of the Vessel under this Charter to make any payment to the United States by way of reimbursement for construction differential subsidy, then the Charterer shall pay to the Owner as additional charter hire, a sum equal to any amount so paid.

CLAUSE 4. In the event that the Vessel is detained because of the happening of any event caused or contributed to by another vessel, person, corporation, or others, for which detention such third parties are or may be liable (the period of such detention to include the time necessary to proceed to, survey, and effect repairs unaccomplished upon the date of redelivery of the Vessel under this Charter), then for such period of detention the Charterer's obligation to the Owner for hire and for other sums otherwise accruing hereunder shall cease: *Provided, however*, That the Charterer shall indemnify and save the Owner harmless from any loss whatsoever by reason of the cessation of such obligations, and notwithstanding said cessation shall pay to the Owner a sum not less than the amount which would otherwise be payable to the Owner for such obligations in the same manner and to the same extent as if such cessation had not occurred, but on performance of this indemnity the Charterer shall immediately become subrogated, to the extent of such indemnity, to all rights whatsoever of the Owner to recover for such detention from or against such vessel, person, corporation, or others, and the Charterer shall be entitled to bring and maintain suit or suits thereon in its own name or in the name of the Owner as the Charterer may see fit: *Provided, however*, That on the written request of the Charterer, the Owner shall in each instance, assert and prosecute such claims in the name of the Owner, but for and on behalf of the Charterer and at the Charterer's expense, such claims to be in a sum not less than the amount of the indemnity paid by the Charterer.

CLAUSE 5. A. Insofar as it is a factor in the Vessel's rate and valuation, deadweight capacity is to be established in accordance with normal Summer Freeboard as assigned pursuant to the International Load Line Convention, 1930, and shall be her capacity (in tons of 2240 lbs.) for cargo, fuel, fresh water, spare parts and stores but exclusive of permanent ballast. Deadweight shall be calculated without deduction for weight lost by reason of cargo refrigeration installation heretofore made, if any, and weight added by installation of refrigerated cargo capacity (including offsetting permanent ballast required thereby), arming, degaussing, demagnetizing, or the installation of splinter-protection equipment or because of ice-strengthening, or other extraordinary wartime installation or equipment, including permanent ballast, heretofore or hereafter made or required by the Charterer, or any other agency of the United States.

CLAUSE 5. B. In the event that the Vessel's deadweight or bale cubic refrigerated capacity, when finally determined as herein provided, shall not be in accord with the description contained in Part I hereof, the hire and valuation (if any) shall be equitably adjusted to be appropriate for the Vessel's deadweight and bale cubic refrigerated capacity. Certificates of deadweights or bale cubic refrigerated capacity, in satisfactory form, heretofore or hereafter furnished by the American Bureau of Shipping shall be accepted as final proof of deadweight capacity and bale cubic refrigerated capacity.

CLAUSE 6. Except as otherwise provided in this Charter:

- (a) The Owner shall provide and pay for
 - (1) Wages of Master and crew;
 - (2) Subsistence;

- (3) Galley, cabin, deck and engine room stores, supplies and equipment (except all water and fuel for any purpose);

- (4) Maintenance and repair of Vessel and equipment to the extent required of the Owner under this Charter;

- (5) Sales or other taxes based on the foregoing items; and

- (6) Owner's overhead expenses.

(b) The Charterer shall provide and pay for all other charges and expenses whatsoever reasonably and properly incurred in the use, operation or employment of the Vessel hereunder.

For the purposes of this Charter:

(1) The term "wages" as used herein shall include all basic and emergency wages, bonuses for seniority or length of service, overtime and vacation allowances, life, health, retirement or other insurance benefits which are not required to be provided or paid for by the Charterer hereunder.

(2) The term "subsistence" shall include the cost, including delivery, loading and inspection charges thereon, of all edibles for consumption by Master and crew, and other persons covered by clause 7 C hereof, and shall also include board and room allowances to Master and crew in lieu of subsistence and lodging aboard the Vessel.

(3) The term "galley, cabin, deck, and engine room stores, supplies and equipment" shall mean those items referred to under the heading of "(15)" and "(24) Stores, Supplies and Equipment", page 8, of the General Financial Statement of the U. S. Maritime Commission, approved by the Budget Bureau No. 62-RO, 10-42.

(4) The term "maintenance and repair of Vessel and equipment" shall mean the items referred to under the headings "(25) Other Maintenance Expense" and "(40)" and "(49) Repairs", page 8 of said General Financial Statement.

(5) The term "overhead expense" shall include administrative and general expenses as presently itemized in General Order No. 22 of the U. S. Maritime Commission, Owner's advertising expenses, Owner's taxes (except sales and similar taxes, taxes assessed or based upon freight earned, and other taxes of any kind determined by the Charterer to be properly classifiable as voyage expenses), and the cost of employing agents or branch houses to perform any of the services required of the Owner under this Charter.

CLAUSE 7. A. The Charterer shall reimburse the Owner for actual out-of-pocket expenses, including all taxes paid by the Owner with respect to such expenses, for:

(1) All war bonuses (war risk compensation) paid to the master and crew (which term as used in this Clause 7 shall refer to the actual crew on board even though in excess of normal complement), in the manner and to the extent provided for in applicable decisions or advice of the Maritime War Emergency Board, as amended or modified from time to time, or in judicial decisions relating thereto.

(2) All extra compensation, including overtime, paid to the crew for services performed by the crew (a) in connection with cargo, at sea or in port, (b) in connection with shifting of Vessel in port for Charterer's purposes, or (c) preparatory to loading or discharging or sailing in convoy. If the Vessel operates in the Alaska trade, the Charterer shall also pay the extra crew costs exceeding costs that would have been incurred in similar operations in other ocean-going trades.

(3) All wages and overtime paid to any extra crew members beyond the normal complement of the Vessel, or to other persons carried, who are required to be employed by the Owner because of (a) the Vessel's service under this Charter, (b) the loading or dis-

charging of cargo, or (c) to care for any persons covered by Clause 7 C hereof. Extra wages or overtime paid to the normal complement of the Vessel in lieu of employing extra crew members or other persons for the purposes above set forth shall also be reimbursed to the Owner.

The term "normal complement" as used in this Charter shall refer to the normal peacetime complement for off shore foreign trading for the average vessel of the same size, type and description as the Vessel chartered hereunder, as determined by the Administrator.

(4) All wages and overtime paid to security watchmen, provided in compliance with any security requirements of any United States or other Government agency, and all overtime or additional wages paid to the crew by reason of compliance with such requirements.

(5) All extra clothing or effects for the Master and crew necessitated by the Vessel's service under this Charter (Charterer to have title to such extra clothing and effects).

CLAUSE 7. B. The Charterer shall, to the extent the Owner is not reimbursed under the provisions of Schedule A attached hereto, reimburse the Owner for out-of-pocket expenses or disbursements made on behalf of the Master or crew, or payments made to the Master or crew, for repatriation transportation (including return to port of shipment), and for wages and subsistence while awaiting and during such transportation, where such expenses, disbursements, or payments are assumed by the terms of the Ship's Articles, the Owner's collective bargaining agreements or found by the Owner to be reasonably necessary or desirable. The Owner shall also be reimbursed for the cost reasonably incurred in furnishing men to replace members of the crew whose employment has terminated at ports in Alaska or outside the Continental United States where suitable replacements are not readily available.

CLAUSE 7. C. The Charterer shall pay the Owner at the rate of \$1.50 per day per person (not in excess of fifty (50) persons) for providing subsistence aboard the Vessel for any person carried at the request of the Charterer or any agency of the United States or the military authorities of any Allied Government, or any extra crew members beyond the Vessel's normal complement required because of the Vessel's service under this Charter, and \$1.50 per day per person for providing subsistence aboard the Vessel for any extra complement thereby required. If a total of more than 50 extra persons referred to in this Clause 7 C are carried on the Vessel at any one time, the Owner shall be reimbursed for his actual costs for subsistence of the number in excess of 50, unless subsistence rates or schedules applicable to such excess number have been agreed upon between the Owner and the Charterer, in which event such rates or schedules shall govern. The term "subsistence" as used in this subsection shall include victualling, supplying with linens, bedding, laundry, and similar services, but the Owner shall not be obliged to furnish linens and bedding for such extra persons in excess of 50, unless otherwise agreed.

CLAUSE 8. A. The Charterer may disallow in whole or in part, as may be appropriate, and deny reimbursement for any expenses for which it is required to reimburse the Owner which are in contravention of the terms of this Charter, or are otherwise imprudent or excessive.

CLAUSE 8. B. The Charterer shall reimburse the Owner for any additional extraordinary costs incurred which the Charterer, in its discretion, may allow upon finding that such costs are not intended to be covered in the allowance for services hereunder. In the event the Vessel is assigned by the Charterer for service between foreign ports, the Charterer shall make such adjustment, if any,

as it deems appropriate to allow for increased cost of operation.

CLAUSE 8. C. In the event the Vessel is physically incapable of working for a period in excess of twenty (20) days while in a Continental United States port (excluding Alaska) or for a period of thirty (30) days while in Alaska or outside the Continental United States, the charter hire otherwise payable hereunder shall be reduced for the excess period by an amount equal to twenty (20) per cent of the service rate, plus eighty (80) per cent of the actual savings in wages for Master and crew during the entire period of lay-up. The Owner shall furnish reports of wage savings as soon as practicable after the termination of each month of such lay-up.

CLAUSE 9. The Charterer shall provide necessary dunnage and shifting boards, also any extra fittings and materials requisite for a special trade or for the carriage of livestock or other unusual cargo, but the Owner shall allow the Charterer the use of any dunnage and shifting boards and fittings and materials already aboard the Vessel. The Charterer shall have the privilege of using shifting boards for dunnage. Upon redelivery of the Vessel, the Charterer shall make good any damage to or shortage of shifting boards, fittings or materials which are on board at delivery.

CLAUSE 10. The Charterer shall pay for all fuel on board upon delivery, and the Owner shall pay for all fuel on board on redelivery not in excess of Owner's normal requirements, at market prices current at the ports and times of delivery and redelivery, respectively.

CLAUSE 11. A. The Charterer or any agency of the United States may, at the expense of the Charterer or such agency and on the Charterer's time, install any equipment, gear or armament, and may make any alterations or additions to the Vessel. Such equipment, gear or armament so installed are to be considered Charterer's property and are to be maintained at Charterer's expense. Such work shall be done so as not to affect the seaworthiness of the Vessel or the safety of the crew, and as not to be in contravention of any applicable law of the United States or regulation made pursuant thereto. The Charterer shall, before redelivery and at its expense and on its time, remove any equipment, gear and armament installed by or at the request of the Charterer or any agency of the United States and restore the Vessel to her condition prior to any such installations, alterations, additions or changes, whether such installations, alterations, additions or changes were made under this Charter or prior to delivery under this Charter, except as may be otherwise provided herein.

CLAUSE 11. B. Commencing with the time this Amended Charter becomes effective, the Charterer shall pay the full actual cost of providing and maintaining all equipment and installations on the Vessel, beyond normal peacetime standards, then or thereafter required by sub-chapter O of Chapter II of the Regulations of the United States Coast Guard (Title 46, U. S. C. R.), or by other wartime regulations of any agency of the United States, except that if and so long as the Vessel remains under time charter, the Owner shall provide and pay for renewals, replacements and repairs to lifeboat equipment and for minor repairs to lifeboats not belonging to the Owner, unless any such renewals, replacements or repairs are caused by subsequent increases and changes in wartime Governmental requirements. *Provided, however,* That if the Owner has not entered into a form of addendum to the original time charter covering this Vessel designated as "Uniform Addendum To Time Charter Covering Adjustments of Certain Disputed Questions" and has not entered into a special agreement as and if contemplated in Paragraph Fourth

of said addendum, then the obligations of the Charterer under the Clause 11-B shall be limited to items hereafter required and shall not cover items heretofore required as aforesaid. All such equipment and installations installed in or relating to lifeboats belonging to the Owner shall be the property of the Owner and all other equipment or installations shall belong to the Charterer and shall be considered as equipment installed or as alterations or additions made by the Charterer pursuant to Clause 11A of the Charter.

CLAUSE 11. C. Any equipment, furniture, furnishings or appliances belonging to the Vessel and not required by the Charterer may be removed by the Charterer, at the Charterer's expense, and, upon termination of the Charter, unless the Vessel has been lost or requisitioned for title, any such removals are to be replaced on board the Vessel or made good by the Charterer at its expense. Storage charges arising from such removal shall be paid for by the Charterer.

CLAUSE 11. D. If, at the time of redelivery under this Charter, the Vessel shall require any work or repairs of any damage arising from risks insured against or assumed by the Charterer, or for which the Charterer is otherwise liable under this Clause, Clause 11A or any other Clause hereunder, the Charterer may, at its option, discharge such obligations by payment to the Owner in advance, of an amount for reconditioning sufficient to provide for such work or repairs, which amount shall also include compensation at the rate of hire that would otherwise have been payable under this Charter, for the time reasonably required under then existing conditions to complete such work or repairs and compensation for other expenses incident to such work or repairs. If the Owner and Charterer agree such obligations may be discharged by a mutually satisfactory agreement.

CLAUSE 12. The Owner agrees at its expense to drydock the Vessel for the purpose of cleaning and painting her bottom, when necessary, but not less than once in every nine (9) months unless the Charterer otherwise agrees, and, when drydocking is due, the Charterer agrees to send the Vessel to a port where she can so drydock, clean and paint. The Owner undertakes to put the Vessel in drydock for cleaning and painting the bottom as soon thereafter as the Vessel is at the Owner's disposal, clear of oil and gas, at the port having suitable accommodations for the purpose. The Owner is always and solely responsible for clearing the Vessel of oil and gas but the expense and time thereof shall be for Charterer's account. The expenses incidental to sending the Vessel to drydock for painting her bottom and all port charges incurred therein shall be for the Owner's account.

Except as otherwise provided herein the expense of clearing the Vessel of oil and gas as well as all other expenses incidental to sending the Vessel to drydock or repair yard and all port charges incurred therein shall be:

(1) For Owner's account when required primarily for Owner's repairs, or

(2) For Charterer's account when required primarily for Charterer's repairs, or

(3) For account of both Owner and Charterer when repairs under (1) and (2) above are carried out concurrently and such expense shall be apportioned in accordance with normal commercial practice.

CLAUSE 13. The Charterer shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, and the Master, to the extent permitted by governmental orders or directions, shall keep a full and correct log of the voyage or voyages, which shall be patent to the Charterer or its agents, and furnish the Charterer or its agents, when required and to the extent permitted by governmental orders or

directions, with a true copy of port and daily logs, showing the course of the Vessel, the distance run and the consumption of fuel.

CLAUSE 14. Subject always to the directions of the Charterer the Master shall prosecute his voyage with the utmost dispatch and shall render all customary assistance with Ship's crew and boats; and shall use due diligence in caring for the cargo. The Master (although employed by the Owner) shall be under the orders and directions of the Charterer as regards employment, agency and prosecution of the voyages. Bills of lading are, if requested by the Charterer, to be signed by the Master in the form and at any rate of freight that Charterer or its agents may direct, without prejudice to this Charter. The Charterer hereby agrees to indemnify the Owner against all consequences or liabilities that may arise from the Charterer or its agents (including the Master) signing bills of lading or other documents inconsistent with this Charter, or from any irregularities in papers supplied by the Charterer or its agents.

CLAUSE 15. Cargo may be laden or discharged in any dock or at any wharf or place that the Charterer or its Agents may direct, provided that the Vessel can proceed thereto, lie at, and depart therefrom always safely afloat.

CLAUSE 16. Neither the Owner nor the Vessel shall be responsible for any admixture, if more than one quality of oil is shipped nor for leakage, contamination or deterioration in quality of the cargo. No injurious cargoes, including acids that are injurious to the Vessel, are to be shipped, it being understood that gasoline, Ethyl gasoline, benzol, creosote, molasses, and the various vegetable oils, customarily carried in tank vessels, are not to be considered as injurious. Charterer undertakes in case it employs the Vessel to carry any other cargo than petroleum and its products in bulk to indemnify the Owner against any damage that may arise to such cargo owing to the Vessel having previously loaded oil, or to oil after having loaded other cargo. If the Vessel's tanks at the time of delivery are gas free and clean and fit for the transportation of clean products, such as refined petroleum or naphtha, the Vessel is to be redelivered in the same condition as on delivery. Similarly, if her tanks are soiled at the time of delivery the Vessel may be redelivered with tanks in like condition.

CLAUSE 17. No petroleum product shall be shipped which fails to meet one or the other of the two following requirements: (1) The vapor pressure at one-hundred degrees Fahrenheit (100° F.) shall not exceed thirteen pounds (13 lbs.) as determined by the A. S. T. M. Method (Reid Method) identified as D-323 current at the time shipment is made. (2) The distillation loss shall not exceed four per cent (4%) and the sum of the distillation loss and the distillate collected in the receiving graduate shall not exceed ten per cent (10%) when the thermometer reads one-hundred twenty-two degrees Fahrenheit (122° F.) Note—The distillation test shall be made by A. S. T. M. Method identified as D-88 current at the time shipment is made. When products other than naphtha or gasoline are tested, the distillation loss may be determined by distilling not less than twenty-five per cent (25%) and deducting from one-hundred per cent (100%) the sum of the volumes of the distillate and the residue in the flask (cooled to a temperature of sixty degrees Fahrenheit (60° F.)).

CLAUSE 18. All bills of lading issued hereunder shall contain, directly or by reference, substantially the following clauses:

(1) *Clause paramount.* "This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of United States, approved April 16, 1936, which shall be deemed to be incorporated herein,

and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further."

(ii) *Both-to-blame collision clause.* "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or noncarrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or noncarrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or noncarrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact."

(iii) *General average clause.* "General average shall be adjusted, stated, and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees, or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the carrier, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money."

(iv) *Amended "Jason" clause.* "In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the carrier is not responsible by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the salving ship or ships belong to strangers."

(v) *Liberties clauses.* "In any situation whatsoever and wherever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the carrier or master is

likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon their failure to do so, may warehouse the goods at the risk and expense of the goods; or the carrier or master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, barge, craft or other place; or the ship may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the master or the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the carrier or the master may retain the cargo on board until the return trip or until such time as the carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the carrier or the master may discharge and forward the goods by any means at the risk and expense of the goods. The carrier or the master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the carrier shall be freed from any further responsibility. For any service rendered to the goods as herein provided the carrier shall be entitled to a reasonable extra compensation.

"The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports or call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may call armed or unarmed and with or without convoy.

"In addition to all other liberties herein the carrier shall have the right to withhold delivery of, re-ship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods."

This Charter shall also be subject to the provisions of (ii) (iii) and (iv) of this Clause 18.

CLAUSE 19. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in per-

forming under this Charter, arising or resulting from: Any act, neglect, default or barter of the Master, pilots, mariners or other servants of the Owner, in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer, the owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing; insufficiency or inadequacy of marks; explosions, bursting of boilers, breakage of shafts, or any latent defects in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing under this Charter arising or resulting from: Act of God; act of war; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers of people, or seizure under legal process; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. The Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. No exemption afforded to the Charterer under this Clause shall diminish its obligations for hire under the other provisions of this Charter.

CLAUSE 20. The Insurance, Indemnity and Waiver program set forth in Schedule A annexed is hereby incorporated by reference in and made a part of this Charter as though fully set forth in this Clause.

CLAUSE 21. All salvage moneys earned by the Vessel shall be divided equally between the Owner and the Charterer, after deducting the Master and crew's shares, legal expenses, hire of the Vessel during time lost, value of fuel consumed, repairs of damage, if any, and any other extraordinary loss or expense sustained as a result of the service, which shall always be a first charge on such moneys: *Provided, however, That to the extent necessary to effectuate the purposes of the Insurance, Indemnity and Waiver program (Schedule A), claims for salvage on behalf of the Owner shall be made solely at the discretion of the Charterer.*

CLAUSE 22. If the Charterer shall notify the Owner that the employment or the continued employment of the Master or any member of the crew or any agent of the Owner is prejudicial to the interests of the United States in the prosecuting of the war, the Owner shall make any changes necessary in the appointment.

If the Charterer shall have reason to be dissatisfied with the conduct of any member of the crew, the Owner shall, on receiving particulars of the complaint, investigate and make any changes practicable in the appointments or practices aboard the Vessel with respect to the maintenance of proper discipline, necessary to eliminate the reasons for such dissatisfaction by the Charterer.

CLAUSE 23. Any provisions of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner of vessels by any statute or rule of law for the time being in force. Nothing

herein shall be deemed to affect the Charterer's right of limitation or exemption from liability accorded under the provisions of Section 4 of Public Law 17, 78th Congress.

CLAUSE 24. Nothing herein stated is to be construed as a demise of the Vessel to the Charterer.

CLAUSE 25. Liability for nonperformance of this Charter shall be proved damages.

CLAUSE 26. The Charterer shall have the option of subletting or assigning this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

CLAUSE 27. The Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned.

CLAUSE 28. The Master and the Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, and if by reason of or in compliance with any such orders or directions anything is done or is not done, such shall not be deemed a deviation or breach of orders or neglect of duty by the Master of the Vessel: *Provided, however, That whenever any such orders or directions given otherwise than by the Government of the United States or its representative are contrary to sailing directions or other orders of the Charterer as to the employment of the Vessel, the Master shall, if practicable, apply to the Charterer or its agents or to a representative of the United States for consent or advice and shall not comply with such orders or directions unless such consent or advice to comply is first obtained: Provided further, however, That if it is impracticable in any case to act in accordance with the foregoing proviso, the Master's decision as to compliance with any such orders or directions shall be made with due regard to the interests of all concerned, including the Charterer, the Owner, and the Vessel, her crew and cargo.*

CLAUSE 29. If after redelivery the Vessel is arrested or attached upon any cause of action arising or alleged to have arisen from previous possessions or operation of the Vessel by the Charterer, or any subcharterer, or for which the Charterer is liable, the Charterer undertakes to use its best efforts to cause the release of the Vessel under the Suits in Admiralty Act or any other special remedy available to the Charterer, subject to the approval of the Attorney General of the United States.

CLAUSE 30. The Charterer shall reimburse the Owner for all expenses for bonuses and subsistence of the Master and crew and other out-of-pocket costs incurred by the Owner subsequent to the date of and arising from an actual or constructive total loss of the Vessel to the extent not recovered or reimbursed under any insurance on the Vessel, or under this Charter or otherwise. If the extent of the damage or injury is not sufficient to entitle the Owner to collect for an actual or constructive total loss under the provisions of any insurance on the Vessel in the absence of a declaration by the Charterer, then in addition to reimbursement of expenses as aforesaid, the Owner shall be entitled: (a) to charter hire at the rate of 3½ percent per annum on the then current valuation of the Vessel under valuation Option II, commencing with the date when charter hire would otherwise terminate and ending four months thereafter or on the date of such declaration, whichever date is earlier; and (b) if the Vessel is declared a constructive total loss more than four months after the date charter hire would otherwise terminate, then to charter hire in an amount equal to the use rate payable under Part I from the end of such four months until the date of such declaration.

CLAUSE 31. The Administrator (Charterer), acting pursuant to delegation of authority by the War Contracts Price Adjustment Board to the Administrator by instrument dated February 26, 1944, having found that this Agreement is in the nature of a lease contract and that the profits of the use rate and agreed valuation (if any) hereunder can now be determined with reasonable certainty, that such use rate and agreed valuation (if any) are not in excess of just compensation to which the Owner is or may be entitled, and that the provisions of this Charter with respect thereto adequately prevent excessive profits, the said use rate and agreed valuation (if any) are hereby exempted from the provisions of the Renegotiation Act, pursuant to subsection (1) (4) of the said Act. Nothing in this Clause 31 shall be construed as an admission by the Owners that the items exempted from renegotiation as aforesaid would be subject to the Renegotiation Act in the absence of the foregoing provisions. The service rate under this Charter shall be subject to renegotiation in accordance with the provisions of said Act, and with respect thereto this Charter shall be deemed to contain all the provisions required by subsection (b) of said Act, with the expressed understanding and agreement that the aggregate of the amount received or accrued to the Owner on account of the service rate under this and all other WARSHIPMENT or WARSHIPOLTIME Charters containing similar renegotiation provisions shall be treated as a unit for the purpose of such renegotiation. There shall be inserted in each subcontract, subject to the Renegotiation Act and involving an estimated amount of more than \$100,000, a clause reciting in substance that such subcontract shall be deemed to contain all the provisions required by the Renegotiation Act. This Clause 31 shall be applicable only from the effective date of this Amended Charter. Nothing in this Clause 31 shall be construed as an admission or agreement by the Owner as to the applicability of the Renegotiation Act to this Charter for the period prior to the effective date of this Amended Charter or to any charter hire or other sums accruing prior to the effective date of this Amended Charter: *Provided, however, That all rights, if any, which the Administrator may have to renegotiate any charter hire or other sums accruing prior to the effective date of this Amended Charter are hereby reserved by the Administrator.*

CLAUSE 32. A. No member of or delegate to Congress or Resident Commissioner is or shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except to the extent allowed by Title 18 U. S. Code, Section 206. The Owner agrees not to employ any member of or delegate to Congress or Resident Commissioner, either with or without compensation, as an attorney, agent, officer or director.

CLAUSE 32. B. The Owner shall not employ any person who advocates, or who is a member of an organization that advocates, the overthrow of the government of the United States by force or violence, to perform any work under this Charter. As a condition to the employment of any person for the performance of such work, the Owner shall, if the Charterer so directs, require each person to execute and file an affidavit in such form as to satisfy the requirements of Public Law No. 678, 77th Congress, or Public Law No. 23, 77th Congress, but the execution and filing of such affidavit shall be without prejudice to the right of the Charterer to require such further evidence in the premises as may be in the possession of the Owner as the Charterer may deem desirable.

CLAUSE 32. C. The Owner agrees that in performing the work required of it by this Charter, it will not discriminate against any

worker because of race, creed, color, or national origin.

CLAUSE 32. D. The Owner shall not employ any person undergoing sentence of imprisonment at hard labor.

CLAUSE 32. E. The Owner warrants that it has not employed any person to solicit or secure this Charter upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Charterer the right to annul this Charter or, in its discretion, to deduct from any sums payable under this Charter the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Owner upon agreements or sales secured or made through bona fide established commercial or selling agencies maintained by the Owner for the purpose of securing business.

CLAUSE 33. Failure of the Master or Owner to protest against any act or omission of the Charterer, or any other agency of the United States, including any act, omission or order which in the opinion of the Master may affect the Vessel's seaworthiness or may be in contravention of the laws or regulations of the United States shall not prejudice the rights of the Owner under this Charter.

CLAUSE 34. Unless otherwise provided in this Charter or mutually agreed upon, all payments, notices and communications from the Charterer to the Owner, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Owner at the address provided in Part I, and all payments, notices and communications from the Owner to the Charterer, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Charterer at its offices in Washington, District of Columbia.

CLAUSE 35. A. In the event that this form of time charter is modified by the Charterer at any time prior to July 1, 1944, the Owner shall, at its option, have the benefit of any such modifications, subject to the assumption by the Owner, at the request of the Charterer, of any obligations imposed in conjunction with such modifications. Said option shall be exercised within such reasonable time as the Charterer may prescribe, and, upon such exercise, the modifications shall become effective as of the date of this Charter. In the event of non-exercise by the Owner of said option, this Charter shall remain in full force and effect in accordance with its original terms.

CLAUSE 35. B. This Charter may be amended, modified or terminated at any time by mutual agreement between the parties hereto.

CLAUSE 36. This Charter consists of this Part II and of Part I which incorporates this Part II therein by reference. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

3/25/44

WARSHIPREQ POLICY

UNITED STATES OF AMERICA

WAR SHIPPING ADMINISTRATION

Charter Number _____ No. H _____
Date _____

By this policy of insurance does, in accordance with applicable provisions of law and subject to all limitations thereof, make insurance and cause to be insured, lost or not lost:

On the steamer (or Motor Vessel) called the _____ (or by whatsoever name or names the said Vessel is or shall be called), under charter to the War Shipping Administration pursuant to Charter Number _____

Loss, if any, payable to the person entitled thereto, or order.

In a sum as provided for in the Charter Party referred to above, or if no such sum be provided for in said Charter Party, in the amount of Just Compensation arrived at pursuant to the provisions of said Charter Party.

At and from _____ to the day and hour of redelivery of the Vessel under, or to the termination of, the Charter referred to above, whichever shall first occur.

SPECIAL CONDITIONS

A. The following conditions shall apply to all vessels insured hereunder.

1. (a) This policy shall respond for payments of general average, salvage, and collision liabilities incurred by the vessel, if covered hereby, even though the amount of such charges or liabilities may exceed the sum insured hereby or the contributory value or limitation of liability value may be greater than the value named herein; provided, however, except as provided in subparagraph (b) hereof, the total amount payable hereunder in respect of all claims arising out of any one occurrence or disaster, for liabilities under the Collision Clause and liabilities for salvage and general average shall not exceed, in the aggregate, double the amount insured on the vessel, plus any expenses of litigation incurred with the written consent of the War Shipping Administration; but (in addition to the foregoing limitation on the aggregate amount payable) in the case of vessels built in 1934 or thereafter neither (a) the amount recoverable in respect of liabilities under the Collision Clause nor (b) the aggregate amount recoverable in respect of salvage and general average shall (in respect of any one occurrence or disaster), exceed 110% of the amount insured, plus the amount of any such expenses of litigation.

(b) It is further agreed that the limits of liability as stated above and due and labor charges recoverable under this policy shall be increased by the amount, if any, by which the market value of the vessel in sound condition at the time of such collision, casualty or occurrence, plus the vessel's then pending freight, exceeds the insured value hereunder for total loss purposes; it being understood that the amount of such additional coverage shall be applicable separately to (a) due and labor charges, (b) general average and salvage, and (c) collision liabilities, with the full amount open for each.

(c) Nothing contained in this Clause I shall be construed as increasing the amount recoverable in respect of claims for physical loss of or damage to the insured vessel.

2. This insurance shall not be prejudiced by the participation of the Assured in any agreement as to the waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

3. With respect to the risks and perils insured against hereunder, it is warranted that no insurance in excess of the value herein-after provided for, whether for hull, machinery, disbursements, or other similar interests however described, exists or will be placed during the currency of this insurance except as permission to place additional insurance is granted by the Administrator, and then only in accordance with the terms of such permission. Provided always that a breach of this warranty shall not afford the assurers any defense to a claim by mortgagees or other third parties who may have accepted this Policy without notice of such breach of warranty, nor shall it restrict the right of the Assured and/or their managers to insure in addition General Average and/or Salvage Disbursements whilst at risk, or general average, salvage or collision liabilities.

4. This insurance shall be subject to the following clauses: (a) With leave to call or

navigate with or without pilots, to go on trial trips and to assist or tow vessels or craft whether customary or in distress or not, and whether under a pre-arranged contract or not, or be towed, all at no additional premium.

(b) This insurance shall not be subject to any Trading Warranties.

(c) Any notice required by the terms of this policy shall be transmitted by the Assured to the Director of Wartime Insurance as soon as may be reasonably practicable. In transmitting such notice the Assured shall comply with all relevant Security Orders of the War Shipping Administration.

(d) Radio apparatus and equipment and other apparatus or equipment used for the purposes of communication or as aids to navigation or safety devices shall be covered by this insurance and included within the amount insured on the vessel as hereinbefore set forth, even when not owned by the vessel owner, provided the vessel owner has prior to date of loss assumed liability therefor; but the liability of underwriters (either as to amount or as to the risks covered) shall not exceed the vessel owner's liability or the liability to which underwriters would be subject if the property were fully owned by the vessel owner, whichever shall be the lesser.

5. In the event of claims arising from collision between the insured vessel and a sister-ship, or in the event of claims for salvage services rendered to the insured vessel by a sister-ship the sister-ship salvage clause and the sister-ship collision clause contained in the attached form of policy shall be deemed deleted therefrom in any case where the assured by any charter, or other agreement entered into by the War Shipping Administration and binding upon the Assured, would be bound to waive such claims if the vessels were not sister-ships.

6. This policy is issued pursuant to the obligation assumed by the War Shipping Administration in Clause I of Schedule A of the Charter Party referred to herein, and shall not be deemed to govern the relationship between the War Shipping Administration and the owner except as to such obligation nor to override any other provisions of the Charter Party.

7. It is agreed that liability for damage to cargo arising under any agreement to which the War Shipping Administration is a party or is bound, for the waiver or adjustment of collision claims, shall be among the liabilities covered by the Collision Clause herein, subject, however, to the same limitations and conditions which apply to other liabilities covered by the same clause. It is further agreed that where, under any such agreement, cargo's liability for General Average is waived, the cargo's proportion of any General Average sacrifices and expenses incurred by the vessel shall be payable under this policy as part of the hull's proportion of General Average, to the extent provided in Special Condition No. 1 hereinabove.

8. As between this Policy and any other policy covering the same or similar risks on the insured Vessel, such other policy shall be deemed primary and this insurance secondary. It is agreed, nevertheless, that any losses which would be payable hereunder in the absence of such other insurance shall be advanced under this Policy if the Assured is unable to collect them under such other policy within 60 days after filing the usual proofs of loss and interest. Thereafter the Assured shall, at the expense and under the direction of the Administrator, take whatever steps the Administrator may deem necessary or advisable for the collection of such loss under such other policy; and the net recovery under such other policy shall be applied, so far as necessary to the reimbursement of the amount advanced by the Administrator.

9. Where, under the terms of the Charter Party, the Administrator has a right to de-

clare and does declare the vessel a constructive total loss as between himself and the Assured, the Assurer shall not be liable for unrepaired damage.

B. The following condition shall be effective only with respect to vessels to which Insurance Plan II of the Charter Party applies, but with respect to such vessels it shall be paramount and shall override any other provision of this policy which may be in conflict therewith.

1. During the time that Insurance Plan II of the Charter Party is effective, this insurance covers only those risks which would be covered by this policy (including the Collision Clause) in the absence of the F. C. & S. Warranty contained herein but which are excluded by that warranty (such insurance being subject to the warranties and additional clauses contained in the War Risk Clauses).

C. The following condition shall be effective only with respect to vessels to which insurance plan I of the charter party applies but with respect to such vessels it shall be paramount and shall override any other provision of this policy which may be in conflict therewith.

1. This policy shall respond to claims for partial losses covered hereby and repaired by the Owner with the approval of the War Shipping Administration (subject to the franchise warranty) even though the cost of such repairs may exceed the sum insured hereby.

D. Said Vessel, for so much as concerns the Assured, by agreement between the Assured and Underwriters in this policy, is and shall be valued at the amount in accordance with the provisions of the Charter Party, referred to above, or, if no such amount is set forth in said Charter Party, in the amount of just compensation arrived at pursuant to the provisions of said Charter Party.

Unless deleted or superseded by the Underwriters the following warranty shall be paramount, and shall supersede and nullify any contrary provision of the policy:

F. C. & S. CLAUSE

(1) Notwithstanding anything to the contrary contained in the Policy, this insurance is warranted free from any claim for loss, damage, or expense caused by or resulting from capture, seizure, arrest, restraint, or detention, or the consequences thereof or of any attempt thereat, or any taking of the vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), piracy, civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom.

(2) For the purpose of this warranty the term "consequences of hostilities or warlike operations" shall be deemed to include the following:

(a) Collision caused by failure, in compliance with wartime regulations, of the insured vessel or any vessel with which she is in collision to show the usual full peacetime navigation or anchorage lights.

(b) Stranding caused by the absence of lights, buoys, or similar peacetime aids to navigation consequent upon wartime regulations.

(c) Stranding caused by the failure of the insured vessel to employ a pilot in waters where a pilot would ordinarily be employed in peacetime but in which the employment of a pilot is dispensed with in compliance with military, naval or other Governmental orders, or with a view to avoiding imminent enemy attack.

For the purposes of this Paragraph (2) any such failure to show lights, or absence of lights, buoys, or similar peacetime aids to navigation, or failure to employ a pilot, shall be presumed to be the cause of the

collision or stranding unless the contrary be proved, and stranding shall include sinking consequent upon stranding or contact with any part of the land.

(d) Collision with another vessel in the same convoy or collision with any military or naval vessel, that is to say, a vessel manned by and under the control of military or naval personnel and designed to be employed primarily in armed combat service.

(e) Stranding, collision or contact with any external substances other than water (ice included) as a result of deliberately placing the vessel in jeopardy in compliance with military, naval or other Governmental orders in order to avoid imminent enemy attack, or as an act or measure of war taken in actual process of embarking or disembarking troops or material of war.

(3) The fact that the insured vessel or any vessel with which she is in collision is carrying troops or military or other supplies, or is proceeding to or from a war base, or is manned or operated by military or naval personnel, shall not alone be sufficient to exclude from this policy any claim which is not excluded under the terms of Paragraph (2) above.

(4) Where by reason of any of the foregoing provisions damage sustained by the insured vessel in collision would not be payable under this policy, it is understood and agreed that liability of the assured for damage caused in such collision shall not be covered by the Collision Clause in the Policy.

(5) It is agreed for the purposes of subdivision (2) (d) above all vessels manned and operated by the Department of the Navy of the United States of America shall be treated as though designed to be employed primarily in armed combat service.

This Policy is made and accepted subject to the foregoing stipulations and conditions and to the printed conditions on the following pages which are specially referred to and made part of this policy, it being understood and agreed in the case of any conflict or inconsistency the foregoing shall prevail over those which follow.

In no case shall the insurance herein provided for cover loss or damage incurred prior to the attachment of this insurance.

IN WITNESS WHEREOF, the War Shipping Administration has caused this Policy to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Administrator.

Countersigned at Washington, D. C. this _____ day of _____, 19____.

Beginning the adventure upon the said Vessel, as above, and so shall continue and endure during the period aforesaid, as employment may offer, in port and at sea, in docks and graving docks, and on ways, grid-irons and pontoons, at all times, in all places, and on all occasions, services, and trades whatsoever and wheresoever, under steam, motor power, or sail; with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but if without the approval of Assurers the Vessel be towed, except as is customary or when in need of assistance, or undertakes towage or salvage services under a prearranged contract made by Owners and/or Charterers, the Assured shall pay an additional premium if required by the Assurers, but no such premium shall be required for customary towage by the Vessel in connection with loading and discharging. With liberty to discharge, exchange and take on board goods, specie, passengers, and stores, wherever the Vessel may call at or proceed to, and with liberty to carry goods, live cattle, etc., on deck or otherwise. Including all risks of docking, undocking, changing docks, or moving in harbor and going on or off

gridiron or graving dock as often as may be done during the currency of this Policy.

In the event of accident whereby loss or damage may result in a claim under this Policy, notice shall be given in writing to the Assurers, where practicable, prior to survey, so that they may appoint their own surveyor if they so desire. *All repairs shall be subject to the approval of the Assurer as to the extent, time and place of repairs and without limiting the foregoing the Assurers shall be entitled to decide the port to which a damaged Vessel shall proceed for docking or repairing (the actual additional expense of the voyage arising from compliance with Assurers' requirements being refunded to the Assured) and Assurers shall also have a right of veto in connection with the place of repair or repairing firm proposed and whenever the extent of the damage is ascertainable the majority (in amount) of the Assurers may take or may require to be taken tenders for the repair of such damage.*

Touching the Adventures and Perils which the Assurers are content to bear and take upon themselves, they are of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Takings at Sea, Arrests, Restraints, and Detainments of all Kings, Princes, and Peoples, of what nation, condition, of quality soever, Barratry of the Master and Mariners and of all other like Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Ship, etc., or any part thereof; excepting however, such of the foregoing perils as may be excluded by provisions elsewhere in the policy or by endorsement. And in case of any Loss or Misfortune, it shall be lawful for the Assured, their Factors, Servants, and Assigns, to sue, labor, and travel for, in, and about the Defense, safeguard, and Recovery of the said Vessel, etc., or any part thereof, without prejudice to this insurance, to the Charges whereof the Assurers will contribute their proportion as provided below. And it is expressly declared and agreed that no acts of the Assurers or Assured in recovering, saving, or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

This insurance also specially to cover (subject to the Average Warranty) loss of or damage to hull or machinery directly caused by the following: Accidents in loading, discharging or handling cargo, or in bunkering or in taking in fuel; Explosions on Shipboard or elsewhere; Bursting of boilers, breakage of shafts or any latent defect in the machinery or hull (excluding, however, the cost and expense of repairing or renewing the defective part); Contact with Aircraft; Negligence of Master, Charterers, Mariners, Engineers, or Pilots; Provided such loss or damage has not resulted from want of due diligence by the Owners of the Vessel, or any of them, or by the Managers, Masters, Mates, Engineers, Pilots, or Crew not to be considered as part owners within the meaning of this clause should they hold shares in the vessel.

And it is further agreed that in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any vessel belonging in part or in whole to the same Owners or Charterers, the value of such services (without regard to the common ownership or control of the Vessels) shall be ascertained by arbitration in the manner below provided for under the Collision Clause, and the amount so awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.

General Average, Salvage, and Special Charges payable as provided in the contract of affreightment, or failing such provision, or there be no contract of affreightment, payable in accordance with the law and Usages of the Port of New York: *Provided always, That when an adjustment according to the*

laws and usages of the port of destination is properly demanded by the owners of the cargo, General Average shall be paid in accordance with same.

When the contributory value of the Vessel is greater than the valuation herein, the liability of the Assurers for General Average contribution (except in respect to amount made good to the vessel) or Salvage shall not exceed that proportion of the total contribution due from the Vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which the Assurers are liable as Particular Average the value of the Vessel has been reduced for the purpose of contribution, the amount of the Particular Average claim under this policy shall be deducted from the amount insured hereunder and the Assurers shall be liable only for the proportion which such net amount bears to the contributory value.

In the event of expenditure for Salvage, Salvage Charges, or under the Sue and Labor Clause, this Policy shall only be liable for its share of such proportion of the amount chargeable to the property hereby insured as the insured value, less loss and/or damage, if any, for which the Assurers are liable, bears to the value of the salvaged property; *Provided*, That where there are no proceeds or there are expenses in excess of the proceeds, the expenses, or the excess of the expenses, as the case may be, shall be apportioned upon the basis of the sound value of the property at the time of the accident and this policy without any deduction for loss and/or damage shall bear its pro rata share of such expenses or excess of expenses accordingly.

Notwithstanding anything herein contained to the contrary, this Policy is warranted free from Particular Average under 3 percent, or unless amounting to \$4,850; but nevertheless when the Vessel shall have been stranded, sunk, on fire, or in collision with any other Ship or Vessel, the Assurers shall pay the damage occasioned thereby, and the expense of sighting the bottom after stranding shall be paid, if reasonably incurred, even if no damage be found.

Grounding in the Panama Canal, Suez Canal, or in the Manchester Ship Canal or its connections, or in the River Mersey above Rock Ferry Slip, or in the River Plate (above a line drawn from the North Basin, Buenos Aires, to the Mouth of the San Pedro River) or its tributaries, or in the Danube or Demerara Rivers, or on the Xenikale Bar, shall not be deemed to be a stranding.

Average payable on each valuation separately on or the whole, without deduction of thirds, new for old, whether the Average be Particular or General.

No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.

The Warranty and conditions as to Average under 3 percent to be applicable to each voyage as if separately insured, and a voyage shall be deemed to commence at one of the following periods to be selected by the Assured when making up the claim, viz: at any time at which the Vessel (1) begins to load cargo or (2) sails in ballast to a loading port. Such voyage shall be deemed to continue during the ensuing period until either she has made one outward and one homeward passage (including an intermediate ballast passage, if made) or has carried and discharged two cargoes, whichever may first happen, and further in either case, until she begins to load a subsequent cargo or sails in ballast for a loading port. When the Vessel sails in ballast to effect damage repair such sailing shall not be deemed to be sailing for a loading port although she loads at the repairing port. In calculating the 3 percent above referred to, Particular Average occurring outside the period covered by this Policy may be added to Particular Average occurring within such

period provided it occur upon the same voyage (as above defined), but only that portion of the claim arising within such period shall be recoverable hereon. The commencement of a voyage shall not be so fixed as to overlap another voyage on which a claim is made on this or the preceding policy.

No recovery for a Constructive Total Loss shall be had hereunder unless the expense of recovering and repairing the Vessel shall exceed the insured value.

In ascertaining whether the Vessel is a Constructive Total Loss, the insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

In the event of Total or Constructive Total Loss, no claim to be made by the Assurers for freight, whether notice of abandonment has been given or not.

In no case shall the Assurers be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the term covered by this Policy.

And it is further agreed that if the Vessel hereby insured shall come into collision with any other ship or vessel and the Owners or Charterers in consequence thereof or the Surety for either or both of them in consequence of their undertaking shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the Assurers will pay the Owners or Charterers such proportion of such sum or sums so paid as the Assurer's subscription hereto bears to the value of the Vessel hereby insured. *Provided always*, That their liability in respect of any one such collision shall not exceed their proportionate part of the value of the Vessel hereby insured. And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, the Assurers will also pay a like proportion of the costs which the Owners or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charterers of each Vessel had been compelled to pay to the Owners or Charterers of the other of such Vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Owners or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two Vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both Vessels, and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding; *Provided always*, That this clause shall in no case extend to any sum which the Owners or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers for injury to harbors, wharves, piers, stages and similar structures, consequent on such collision, or in respect of the cargo or engagements of the Insured Vessel, or for loss of life, or personal injury; *And provided also*, That

in the event of any claim being made by the Charterers under this clause they shall not be entitled to recover in respect of any liability to which the Owners of the Vessel, if interested in this Policy at the time of the Collision in question, would not be subject, nor to a greater extent than the Shipowners would be entitled in such event to recover.

WAR RISK CLAUSES

It is agreed that this insurance also covers those risks which would be covered by the attached policy (including the Collision Clause) in the absence of the F. C. & S. Warranty contained therein but which are excluded by that warranty.

This insurance, insofar as it relates to war risks, is also subject to the following warranties and additional clauses:

The Adventure and Perils Clause shall be construed as including the risks of piracy, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, floating and/or stationary mines and/or torpedoes whether derelict or not, and/or military or naval aircraft and/or other engines of war including missiles from the land, and warlike operations and the enforcement of sanctions by members of the League of Nations, whether before or after declaration of war and whether by a belligerent or otherwise; but excluding arrest, restraint, or detention under customs or quarantine regulations, and similar arrests, restraints, or detentions not arising from actual or impending hostilities or sanctions.

If the vessels be insured under marine policies which include the risks of pirates, claims arising from piracy shall nevertheless be paid under this policy and the underwriters hereof shall have no right to contribution from the underwriters of such marine policies it being understood that as between the two sets of policies losses due to piracy are payable under marine policies only to the extent that such losses are not collectible under the war risk policies.

The Franchise warranty in the attached policy is waived and average shall be payable irrespective of percentage and without deduction of new for old. The provisions of the attached policy with respect to constructive total loss shall apply only to claims arising from physical damage to the insured vessel.

Warranted free of any claim for delay or demurrage and warranted not to abandon in case of capture, seizure, or detention, until after condemnation of the property insured. Also warranted not to abandon in case of blockade and free from any claims for loss or expense in consequence of blockade or of any attempt to evade blockade; but in the event of blockade to be at liberty to proceed to an open port and there end the voyage.

Warranted free of any claim based upon loss of or frustration of the insured voyage or adventure caused by arrests, restraints, or detentions, of kings, princes or peoples.

Warranted free from any claim arising from capture, seizure, arrests, restraints, detention, condemnation, presumption, or confiscation by the Government of the United States of America or any State or political subdivision thereof or any government which is or may become party signatory of the "United Nations Pact", promulgated on or about January 2, 1943.

This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions including damage caused by persons acting maliciously, but this paragraph shall not be construed to include or cover any loss, damage, or expense caused by or resulting from (a) civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom, or (b) delay, detention, or loss of use.

Where, as a result of a risk or peril hereby insured against, damage sustained by the insured vessel in collision would be payable under the provisions of this policy, liability of the Assured for damage caused by such collision shall be deemed to be covered hereunder subject to the terms and provisions of the Collision Clause of this policy.

SCHEDULE A—INSURANCE INDEMNITY AND WAIVER PROGRAM

I. INSURANCE

(A) Unless otherwise mutually arranged at all times during the currency of this Charter the Charterer shall provide and pay for or assume as insurer:

(1) Insurance on the Vessel on the terms stated either in Plan I or Plan II below.

PLAN I: In the event the Owner has elected valuation Option I (just compensation):

Insurance on the Vessel under the terms and conditions of the full form of policy of War Shipping Administration (designated as Warshipreg, a copy of which is attached hereto) covering both marine and war risks. In the event of total or constructive total loss of the Vessel due to the operation of a risk insured against by said policy, the Charterer, as insurer, shall pay to the person entitled thereto just compensation for such loss to the extent that the person entitled thereto is not otherwise reimbursed through policies of insurance. The amount of just compensation shall be determined by the Administrator as soon as practicable after the loss, and if the amount of just compensation so determined is unsatisfactory to the person entitled thereto, the Charterer shall pay to such person 75 per centum of the amount so determined, and such person shall be entitled to sue the United States to recover such further sum, as added to said 75 per centum, will make up such amount as will be just compensation for the Vessel; or the Owner may sue the Charterer, as insurer, under the policy for an amount equivalent to that which the Owner would be entitled to as just compensation under the laws and Constitution of the United States for the loss of the Vessel, in excess of 75 per centum of the amount determined by the Charterer to be just compensation, as hereinbefore provided, which 75 per centum, forthwith on the commencement of such suit, shall be paid the Owner by the Charterer on account of liability under said policy. The Charterer shall not, however, be liable for any damage incurred prior to the attachment of this insurance.

PLAN II: In the event the Owner has elected valuation Option II (agreed value):

Insurance on the Vessel under the terms and conditions of the full form of standard hull war risk policy of the War Shipping Administration, (designated as Warshipreg, a copy of which is attached hereto) in the amount of the agreed value under this Charter, but subject to the limitations of that policy relating to this Plan II, and covering only war risks (including malicious damage, sabotage, strikes, riots, and civil commotion.) It is specially agreed, however:

(a) That the Owner, at its own expense, except as provided in subparagraph (b) below will insure the Vessel with the American Marine Hull Insurance Syndicate in an amount to be determined by the Owner, and under the conditions of American Hull Form Revised (Requisitioned Vessels 1943) which insurance shall include the interest of War Shipping Administration as Charterer.

(b) That the Charterer will reimburse the Owner for premiums paid on insurance taken out by the Owner with the American Marine Hull Insurance Syndicate pursuant to subparagraph (a) above: *Provided, however,* such reimbursement shall not exceed the

amount of premiums payable on the value set forth in the Charter on the attachment of said insurance and at the time any further annual premium is due and payable. In consideration of such reimbursement, any recapture of profits from said Syndicate shall accrue to the sole benefit of the Charterer, and any return of premiums under the insurance procured by the Owner shall, to the extent that they represent premiums originally reimbursed by the Charterer, be repayable to the Charterer.

(c) That the Owner (at its option and expense) may procure excess insurance, including liability insurance (without benefit of salvage, subrogation or right of contribution) above the limits of the insurance so procured, but such insurance shall not be on terms inconsistent with the provisions of this Charter or with the provisions of the insurance provided for above.

(d) That the insurance procured by the Owner pursuant to subparagraph (a) hereof as well as any additional insurance procured by the Owner pursuant to subparagraph (c) hereof, and any amount of self-insurance carried by the Owner in excess of the limits of the insurance procured pursuant to subparagraph (a) hereof, shall be subject to the provisions of Clause II of this Schedule A. In consideration of the foregoing, the Charterer hereby insures the Owner against any claim by the United States for damage to property or vessels of the United States or for loss of freight, demurrage or other claims covered by the collision clause in the American Hull Form Revised (Requisitioned Vessels 1943) policy, arising out of collision with the Vessel.

(e) That in the event of cancellation or termination of the insurance referred to in subparagraph (a) above (except for non-payment of premium), or upon thirty (30) days written notice from Charterer to the Owner, the Vessel shall thereafter be insured for marine risks by the Charterer under the terms and conditions of the full form of standard hull policy of the War Shipping Administration (designated as Warshipreg) for the amount set forth in valuation Option II.

(f) The Charterer hereby insures the Owner for payments of (a) sue and labor charges, (b) general average and salvage, and (c) collision liabilities, not recoverable under the insurance on the vessel taken out by the Owner with the American Marine Hull Insurance Syndicate pursuant to subparagraph (a) above solely by reason of the insured valuation of said policies being insufficient to provide complete indemnity to the vessel Owner in respect of the liabilities specifically referred to in this subparagraph (f), and not recoverable under insurance arranged pursuant to subparagraph (c) above. *Provided, however,* That the liability of the Charterer under this subparagraph (f), in respect of any one such class of liabilities, shall be limited for any one collision, casualty or occurrence to the amount, if any, by which the market value of the Vessel in sound condition at the date of such collision, casualty or occurrence, plus the Vessel's then pending freight, exceeds the insured value of the Vessel for total loss purposes under the insurance taken out by the Owner pursuant to subparagraph (a) above; it being understood that the amount of the Charterer's liability hereunder, if any, shall be applicable separately to each of the foregoing three classes of liabilities, with the full amount open for each.

(g) Without limiting the liability of the Charterer as insurer under this Charter, all repairs to the Vessel coming within the terms of the insurance assumed by the Charterer or procured by the Owner pursuant to this Schedule A shall be subject to the approval of the Charterer as to the extent, time and

place of repairs. All repairs shall be carried out under the supervision of the Owner.

(h) In the event the Vessel is covered by a mortgage or lien held by any department or instrumentality of the United States, then any sum or sums payable by virtue of the provisions of this Clause I of Schedule A shall be payable for distribution to such department or instrumentality and/or the persons entitled thereto as their interests may appear.

(2) All insurance which the Owner may be obligated to provide, covering the crew with respect to loss of life, disability (including dismemberment and loss of function), detention, repatriation and similar situations, and loss of or damage to personal effects, Unless otherwise directed by the Charterer, the Owner shall agree with the crew to provide the war risk insurance covering such items afforded by the Decisions of the Maritime War Emergency Board (as amended or modified from time to time) and the marine risk insurance covering such items afforded by the Second Seamen's War Risk Policy (published in the FEDERAL REGISTER of March 20, 1943, as Decision 1A of the Maritime War Emergency Board), as amended from time to time, and such Decisions and Policy shall be the measure and limit of the Charterer's liability under this Clause. The Owner shall give effect to the foregoing by inserting the following language, or such other language as the Charterer may from time to time direct, in the form of a rider or otherwise, in the Ship's Articles or other contract of employment on all voyages of the Vessel under this Charter:

"It is agreed that the Master, Officers, and Members of the Crew shall be furnished the war risk insurance protection covering loss of life, disability (including dismemberment and loss of function), detention, repatriation and similar situations and loss of or damage to personal effects, required by the Decisions of the Maritime War Emergency Board, as amended or modified from time to time, and the marine risk insurance afforded by the Second Seamen's War Risk Policy, as amended from time to time."

(3) War risk protection and indemnity insurance under the terms and conditions of the standard War Risk Protection and Indemnity policy prescribed by the War Shipping Administration, a copy of which is attached hereto, for the benefit of the Owner and the Charterer, as their interests may appear.

It is specially agreed, however,

(a) That the Owner, unless otherwise agreed, shall procure marine protection and indemnity insurance under the terms and conditions of the Wartimeopandi Policy (Requisitioned Vessels 1943) from an American Protection and Indemnity Underwriter approved by the Charterer which issues said form of policy, which insurance shall include the interests of the Charterer and its Time Charter Agents under Service Agreements, Berth Agents and Sub-Agents acting on their behalf. The Charterer shall reimburse the Owner for all premiums paid on such insurance in consideration of which any readjustment of premiums and any return premium shall be for account of the Charterer.

(b) That to the extent that cargo claims are recoverable under said insurance or are reimbursable to the Owner under the terms of this Charter, the Charterer, and its duly authorized Agents are authorized by the Owner to attend to the adjustment and settlement of or otherwise dispose of cargo claims in such manner (not inconsistent with the terms of said Protection and Indemnity Insurance) as may be determined by the Charterer.

(c) That in the event of cancellation (except for non-payment of premium) of the insurance referred to in subparagraph (a) above by the Protection and Indemnity Underwriters, or upon thirty days' written

notice from the Charterer to the Owner of its intention to terminate such insurance, the Charterer will then provide and pay for or assume as insurer, identical marine protection and indemnity insurance for the benefit of the Owner and the Charterer and the Charterer's Agents as their interests may appear.

(d) That the Charterer assumes as insurer any liability of the Owner or the Charterer on account of loss, damage or expense in respect of lend lease cargo or cargo owned by the United States or any agency or department thereof, including but not limited to the War Department, Navy Department, Metal Reserves Company, Rubber Reserves Company, Defense Supplies Corporation, Reconstruction Finance Corporation or Foreign Economic Administration, which would be recoverable under the Wartimepandi Policy (Requisitioned Vessels 1943) in the absence of the specific exclusion relating thereto, therein.

(e) That the Charterer hereby insures the Owner for excess protection and indemnity liabilities on said Vessel on terms and conditions identical to that provided by Wartimepandi Policy (Requisitioned Vessels 1943) to the extent that said Wartimepandi Policy (by reason of the insured amounts in said policy) does not provide the Owner with complete protection and indemnity. *Provided, however,* That the liability of the Charterer under this subparagraph (e) in respect of any one accident or occurrence shall be limited to the amount, if any, by which the market value of the vessel in sound condition at the date of such accident or occurrence plus the vessel's then pending freight exceeds the insured amounts in said Wartimepandi Policy.

(f) That the Owner (at its option and expense) may procure additional insurance in excess of the limits of the insurance procured or provided pursuant to subparagraphs (a) and (e) hereof, but such insurance shall not be on terms inconsistent with the provisions of this Charter.

(g) That the Charterer shall reimburse the Owner for all claims paid by the Owner and not recoverable pursuant to the provisions of the standard War Risk Protection and Indemnity Policy, and Wartimepandi Policy (Requisitioned Vessels 1943) referred to above, solely by reason of deductible average, franchise or other similar deductions appearing in such policies.

(h) That the Charterer hereby insures the Owner for marine and war risk insurance against all carrier's liabilities with respect to cargo to be carried, carried, or which has been carried on board the Vessel directly incurred in consequence of the operation of the Vessel and not covered by the standard protection and indemnity insurance provided or procured pursuant to this paragraph (3), including, but not limited to, liability for deviation or overcarriage, liability for drydocking with cargo on board the Vessel, liability under ad valorem Bills of Lading, and liability for carrying on deck, cargo covered by under deck Bills of Lading.

(4) Marine and war risk insurance covering the Owner's actual loss (or in the case of slop chests, the actual loss of the owner thereof) as determined by the Charterer, for (i) slop chests, (ii) cash carried on board the Vessel but not in excess of \$5000 unless otherwise agreed, and (iii) consumable stores. "Consumable Stores" within the meaning of this paragraph (4) shall mean all consumable and subsistence stores (but not radio supplies, spares, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A and 7919A (Revised Forms 1939).

(B) (a) If the Charterer elects to insure with commercial underwriters any of the risks assumed or insured against by it pur-

suant to this Schedule A, the Owner agrees, if so instructed by the Charterer, to file with such underwriters, on behalf of the Charterer, reports, declarations, claims and the customary insurance documents, it being understood that except to the extent of any payment to the Owner by the underwriters such action on the part of the Owner shall in no way affect the Charterer's direct liability to the Owner with respect to risks assumed or insured against by the Charterer under this Charter.

(b) As soon as practicable after attachment of this insurance, the Owner shall furnish to the Charterer a statement of all unrepaid damage known to the Owner existing at the time of attachment of this insurance, together with a report of all casualties known to the Owner which may have given rise to damage subsequent to the last drydocking in a U. S. Continental Port. Upon the request of the Charterer, the Owner shall also furnish to the Charterer copies of, or at Charterer's option permit it to inspect, all deck and engine room logs, if available, and all surveys made at or subsequent to the last drydocking of the Vessel in a U. S. Continental Port.

(c) In no case shall the insurance herein provided for cover loss or damage incurred prior to the attachment of this insurance.

(d) Insurance heretofore provided by the Charterer under this Charter shall terminate upon the attachment of this insurance: *Provided, however,* That claims for unrepaid damage under said prior insurance shall not be due and payable until the repairs are effected or if not so effected, until the termination of this insurance, but in no case shall the Charterer, as Charterer or insurer, be liable for such unrepaid damage in addition to a subsequent total or constructive total loss under this insurance or Charter.

(e) General average adjusters shall be appointed by the Owner, from a list of adjusters satisfactory to the Charterer, and shall attend to the settlement and collection of the general average, subject to customary charges. If the Vessel should put into a port of distress or be under average, she is to be consigned to the Charterer's agents who shall be entitled to receive the usual charges and commissions.

II. WAIVERS

(a) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any vessel (1) owned by the United States, or (2) under charter to the United States on terms which would make the United States liable as Charterer, insurer, or otherwise for such claims or (3) under charter to the United States and insured under the terms of the American Hull Form Revised (Requisitioned Vessels 1943).

(b) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any other vessel owned by or under charter to any Government, and against any cargo carried on any such vessel or on any vessel described in subparagraph (a) above, to the extent such waiver may be required by the Charterer in any specific case or cases in order to give effect to any agreement for mutual or reciprocal waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

(c) The waivers provided in this Clause II of Schedule A shall be effective only as to claims relating to the Vessel and arising out of her use or operation under this Charter, and such waivers shall not relieve the Charterer of any liability it may have to the Owner under the terms of this Charter.

(d) The Owner shall and does hereby waive any claim against any ship repairer, based on negligence or otherwise, arising out of repair or custody of the Vessel during the

period of this Charter, to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United States and the repairer: *Provided, however,* That such waiver shall not preclude recovery by the Owner against the repairer for amounts less than the customary contractual limit of \$300,000 on the repairer's liability, nor for any claim by the Owner for proper replacement of defective workmanship or material in connection with any repairs which are for the Owner's account under the terms of this Charter.

(e) The Owner shall and does hereby waive any claim for loss of or damage to the vessel against any stevedore to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United States and the stevedore, except with respect to claims which the Owner cannot recover under the provisions of Clause I, (A), (1) (a) of this Schedule A, by reason of the franchise in the insurance provided pursuant to said Clause.

III. INDEMNITY AND INSURANCE

(a) The Charterer shall insure the Owner for and against any loss or damage suffered, or liabilities incurred, by the Owner for which claim is waived under the provisions of Clause II of this Schedule A (except claims for salvage in excess of actual costs in connection therewith), and which is not recovered by the Owner under any other provision of this Charter: *Provided, however,* That if a valuation of the Vessel has been agreed to this indemnity shall not entitle the Owner to recover for loss or damage to the Vessel in an aggregate sum in excess of the agreed valuation, or if no valuation of the Vessel has been agreed to, in excess of the amount of compensation payable in the event of loss of the Vessel; and *Provided further,* That this indemnity shall not entitle the Owner to recover for any period of detention or loss of use of the Vessel an aggregate sum in excess of the amount which would be payable to the Owner under the other terms of this Charter for such period.

(b) The Charterer shall reimburse, indemnify, and hold harmless the Owner, the Master and the Vessel for or from all consequences, losses and liabilities whatsoever directly resulting from compliance with or efforts to comply with any orders or directions of the Charterer, its agents, representatives or employees, or any other agency of the United States or of any allied government, or orders or directions given as provided in Clause 23 of this Charter, unless properly chargeable to the Owners under this Charter or Schedule, or recoverable under (or within the franchise of) any of the insurance procured pursuant to the terms of this Schedule A. The Owner shall, as far as may be practicable, keep the Charterer currently informed in writing as to any oral orders (involving substantial delay, expense or risk to the Vessel or her cargo) not promptly confirmed in writing by the person giving such orders.

(c) The Charterer hereby assumes and indemnifies the Owner for any loss or liability, if not covered by the terms and conditions of any of the insurances provided for in this Schedule A, arising out of performance of services under any towage or pilotage contract customarily in use in the trades in which the Charterer uses the Vessel or which is specially agreed to by the Owner upon request or instructions of the Charterer.

IV. CONSTRUCTIVE TOTAL LOSS DECLARATION BY CHARTERER

If the Charterer finds, in case of casualty or serious damage or injury to the Vessel during the period of this Charter, not con-

stituting an actual or constructive total loss under the insurance provided in this Schedule A, that the continuation of the Charter is inadvisable because of the probable high cost of repairs or indefinite loss of use of the Vessel then the Charterer nonetheless shall have the option of declaring her a constructive total loss by so notifying the Owner in writing as soon as practicable after the occurrence causing such damage or injury. In the event of such a declaration by the Charterer, the Charterer as insurer, shall forthwith pay or cause to be paid to the Owner an amount to be determined in accordance with the valuation provisions of this Charter as though the Vessel were an actual total loss: *Provided, however*, If Insurance Plan II is applicable and the Vessel is in fact a constructive total loss within the terms of the insurance provided by the Owner pursuant to Plan II of said Clause I of this Schedule A, no such payment shall be made by or on behalf of the Charterer, or if the Owner shall have elected to recover for the estimated cost of repairing the damage to the Vessel under the terms and conditions of American Hull Form Revised (Requisitioned Vessels 1943) the amount payable by the Charterer to the Owner shall be reduced by the amount payable under such insurance. If the Owner does not so elect or shall not have so elected within ninety (90) days of declaration of a constructive total loss by the Charterer then the Charterer shall be subrogated to all of the rights of the Owner under such insurance. Against any such payments received by the Owner from the Charterer or the Owner's insurer, as the case may be, the Owner will, if the Charterer elects to take title, give such releases and instruments granting the Vessel or the property of her remaining to the Charterer as the Charterer may require and that are not inconsistent with the terms and conditions of the American Hull Form Revised (Requisitioned Vessels 1943).

V. ATTACHMENT OF INSURANCE

This Schedule shall be effective simultaneously with the effective date of this Amended Charter (Addendum) to which it is affixed, and the insurance to be provided by the Charterer hereunder, shall attach as of Noon, (EWT) of such effective date.

If an Owner who has elected Valuation Option II thereafter elects Valuation Option I in accordance with the terms of the Amended Charter (Addendum), then the insurance provided by the Charterer under Insurance Plan II shall terminate as of the effective date and hour that Valuation Option I becomes effective and the insurance provided by the Charterer under Insurance Plan I shall attach simultaneously therewith.

Pending an election by the Owner of Valuation Option I or II, as the case may be, as provided in Clause D of Part I of this Amended Charter (Addendum), Insurance Plan I of this Schedule shall be effective unless and until the Owner shall thereafter, in accordance with the provisions of said Clause D, elect Valuation Option II and shall notify the Charterer of his election and of the placing of marine hull insurance with the Syndicate as provided in subparagraph (a) of Clause 1A of this schedule, in which event Insurance Plan II shall be effective retroactively to Noon (EWT) of the effective date of this Amended Charter (Addendum), notwithstanding that prior to the date of said election the Vessel or its Owner may have sustained loss, damage, or expense covered by the insurance provided by the Charterer under said Insurance Plan I.

War Risk Policy No. WPT
Protection and Indemnity Charter No.-----

UNITED STATES OF AMERICA WAR SHIPPING ADMINISTRATION

In consideration of the stipulations herein agreed and the terms of the charter referred to above, does insure in accordance with applicable provisions of law----- Hereinafter called the Assured, in respect to the vessel called -----, in the maximum amount of \$175 per gross registered ton, if the insured vessel is a dry cargo or tank vessel completed prior to January 1, 1938; or in the maximum amount of \$250 per gross registered ton if the vessel does not come within the foregoing description or if it is a fully refrigerated vessel or seatrainer: *Provided, however*, That the maximum amount of insurance hereunder with respect to any one accident or occurrence shall be the sound market value of the insured vessel on the date of the accident or occurrence plus her then pending freight, if such sound market value plus pending freight shall exceed \$175 per gross registered ton, or \$250 per gross registered ton, whichever figure is applicable to the insured vessel at and from ----- to the day and hour of redelivery of the vessel under, or to the termination of the charter referred to above, whichever shall first occur, subject to the terms and conditions hereinafter set forth against liabilities as hereinafter described, ----- Loss if any payable to -----

WAR RISK ONLY CLAUSES

The following War Risk only Clauses (Clauses A, B and C) shall be deemed to override P. & I. Clauses (Articles 1 to 25 inclusive) wherever they may be in conflict.

CLAUSE A. This insurance covers only those liabilities which would be covered by this Policy under Articles 1 to 25 inclusive in the absence of the F. C. & S. Clause (Article 25 (d)), but which are excluded by that Clause. The Assurer agrees to indemnify the Assured against loss, damage or expense as aforesaid which the Assured shall become liable to pay and shall pay by reason of the fact that the Assured is the owner, or charterer, or the general or time charter agent or agent or berth-agent or sub-agent of the owner or charterer (mortgagee, trustee, or receiver thereof as the case may be) of the insured vessel.

CLAUSE B. The Assurer shall also indemnify the Assured against losses arising as a result of the Assured's contractual liability, or against costs incurred by the Assured at the direction or in conformity with the wishes of the War Shipping Administration or any other Governmental agency, for repatriation of the crew to a United States port, as required, resulting from capture, seizure, arrest, restraint or detention, or the consequences thereof or of any attempt thereat, or the consequences of hostilities or warlike operations, whether before or after declaration of war.

CLAUSE C. This Policy is warranted free from any claim arising from capture, seizure, arrests, restraints, detention, condemnation, preemption, requisition or confiscation by the Government of the United States of America, or any state or political subdivision thereunder, or any Government which is, or may become a party signatory of the "United Nations Pact" promulgated on or about January 2nd, 1942.

"P. AND I. CLAUSES"

(1) Liability for life salvage, loss of life of, or personal injury to, or illness of, any per-

son, not including, however, unless otherwise agreed by endorsement hereon, liability to an employee (other than a seaman) of the assured, or in case of his death to his beneficiaries, under any compensation act. Liability hereunder shall also include burial expenses not exceeding \$200., where reasonably incurred by the assured for the burial of any seaman. The term Person as aforesaid shall include any person or Persons carried on the insured vessel.

(a) Insurance hereunder, shall cover the liability of the assured for claims under any compensation act (other than hereafter excepted) in respect of employees (i) who are members of the crew of the insured vessel, or (ii) who are placed on board the insured vessel with the intention of becoming a member of her crew, or (iii) who, in the event of the vessel being laid up and out of commission, or engaged in the upkeep, maintenance or watching of the insured vessel, or (iv) who are engaged by the insured vessel or its Master to perform stovedoring work in connection with the vessel's cargo at ports in Alaska and ports outside the Continental United States where contract stovedores are not readily available. This insurance, however, shall not be considered as a qualification under any Compensation Act, but, without diminishing in any way the liability of the Assurer under this policy, the Assured may have in effect policies covering such liabilities. All claims under such Compensation Acts for which the Assurer is liable under the terms of this policy are to be paid without regard to such other policies.

(b) Insurance hereunder shall not cover any liability under the provisions of the Act of Congress approved September 7th, 1916 and as amended, Public Act #267, Sixty Fourth Congress, known as the U. S. Employees Compensation Act.

(c) Insurance hereunder in connection with the handling of cargo for the insured vessel shall commence from the time of receipt by the Assured of the cargo on dock or wharf, or on craft alongside for loading, and shall continue until due delivery thereof from dock or wharf of discharge or until discharge from the insured vessel on to a craft alongside.

(d) Notwithstanding anything to the contrary contained in Paragraph (20) liability hereunder shall be extended to cover claims of seamen under any Workmen's Compensation Act whether the liability of the Assured for such claims arises under contract or otherwise.

(2) Liability for expenses reasonably incurred in necessarily repatriating any member of the crew or any other person employed on board the insured vessel; *provided, however, that the Assurer's liability for repatriation expenses shall be no greater than if the vessel were privately owned by an American Citizen or than if the employer were a private American Shipowner*, and that the Assured shall not be entitled to recover any such expenses incurred by reason of the expiration of the shipping agreement, other than by sea perils, or by reason of the voluntary termination of the agreement. Wages shall be included in such expenses when payable under statutory obligation during unemployment due to the wreck or loss of the insured vessel.

(3) Liability for loss or damage arising from collision of the insured vessel with another ship or vessel insofar as such liability is excluded from the liabilities insured under the Four-fourths Collision Clause in the American Institute Hull Form of policy: "And it is further agreed that if the vessel hereby insured shall come into collision

with any other ship or vessel and the Assured or the Charterers in consequence thereof or the Surety for either or both of them in consequence of their undertaking shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, we, the Underwriters, will pay the Assured or Charterers such proportion of such sum or sums so paid as our respective subscriptions hereto bear to the value of the vessel hereby insured, provided always that our liability in respect of any one such collision shall not exceed our proportionate part of the value of the vessel hereby insured. Any in cases where the liability of the vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, we will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then, unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principal of Cross-Liabilities as if the Owners or Charterers of each vessel had been compelled to pay to the Owners or Charterers of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both vessels are the property, in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of arbitrators, one to be appointed by the Managing Owners or Charterers of both vessels, and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. Provided always that this clause shall in no case extend to any sum which the Assured or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages and similar structures, consequent on such collision, or in respect of the cargo or engagement of the insured vessel, or for loss of life, or personal injury."

Provided, however, That insurance hereunder shall not extend to any liability, whether direct or indirect, in respect of the engagements of or the detention or loss of time of the insured vessel.

(a) Claims hereunder shall be settled on the principles of Cross-Liabilities to the same extent only as provided in the four-fourths Collision Clause above mentioned.

(b) Claims hereunder shall be separated among the several classes enumerated in this policy and each class shall be subject to the special conditions applicable in respect to such class.

(c) Notwithstanding the foregoing, the Assurer shall not be liable for any claims hereunder where the various liabilities resulting from such collision, or any of them, have been compromised, settled or adjusted without the written consent of the Assurer.

(4) Liability for loss of or damage to any other vessel or craft, or to property on board such other vessel or craft, caused otherwise than by collision.

(a) Where there would be a valid claim hereunder but for the fact that the damaged

property belongs to the Assured, the Assurers shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

(5) Liability for damage to any deck, pier, jetty, bridge, harbor, breakwater, structure, beacon, buoy, lighthouse, cable or to any fixed or movable object or property whatsoever, except another vessel or craft or property on another vessel or craft or on the insured vessel unless elsewhere covered herein.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurers shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

(b) Insurance hereunder shall cover all liabilities for said damages that the insured vessel or her owners would have if the were privately owned by an American citizen and irrespective of the ownership of any property the vessel may damage: *Provided, however, That the rights of the Assurer shall be the same as though the vessel were privately owned.*

(6) Liability for costs or expenses of or incidental to the removal of the wreck of the insured vessel if legally liable therefor: *Provided, however, That:*

(a) From such costs and expenses shall be deducted the value of any salvage from or which might have been recovered from the wreck inuring, or which might have inured, to the benefit of the Assured;

(b) The Assurer shall not be liable for any costs or expenses which would be covered by full insurance under the American Institute Hull form of policy, 7/1/41 issued by the American Marine Hull Insurance Syndicate;

(c) *The Assurer shall not be liable for any costs or expenses for which a private American vessel owner would not be legally liable, or for any costs or expenses from which a private American vessel owner could relieve himself by abandonment of the wreck to the United States Government or by other appropriate action.*

(7) Liability for loss of or damage to or in connection with cargo or other property (except mail or parcels post), including baggage and personal effects of persons other than members of the crew, and not exceeding \$100. per person, to be carried, carried or which has been carried on board the insured vessel: *Provided, however, That no liability shall exist hereunder for:*

(a) Loss, damage or expense incurred in connection with the custody, carriage or delivery of specie, bullion, precious metals, precious stones, jewelry, silks, furs, banknotes, bonds or other negotiable documents, or similar valuable property.

(b) Loss, damage or expense arising out of or in connection with the care, custody, carriage or delivery of cargo requiring refrigeration, unless the spaces, apparatus, and means used for the care, custody and carriage thereof have been surveyed by a classification or other competent disinterested surveyor under working conditions before the commencement of each round voyage and found in all respects fit, and unless the Assurer has approved in writing the form of contract under which such cargo is accepted for transportation;

(c) Loss, damage or expense arising from any deviation or proposed deviation, not authorized by the contract of affreightment, known to the Assured in time to insure specifically the liability therefore, unless notice thereof is given to the Assurer and the Assurer agrees, in writing, that such insurance is unnecessary. Knowledge of the United States Governmental Departments or Agencies, other than the War Shipping Administration, its General or Time Charter Agents or Berth Agents in the continental United

States, shall not be considered as knowledge of the Assured in respect to deviation or proposed deviation; furthermore, the Assured shall not be prejudiced in respect to insurance hereunder in event of delay in reporting any deviation to the Assurer due to laws or governmental regulations or practices due to military reasons.

(d) Loss, damage or expense arising with respect to under deck cargo stowed on deck or with respect to cargo stowed in spaces not suitable for its carriage, unless the Assured shall show that every reasonable precaution has been taken by him to prevent such improper stowage;

(e) Loss, damage, or expense arising out of or as a result of the issuance of bills of lading which, to the knowledge of the Assured, improperly described the goods or their containers as to condition or quantity;

(f) Loss, damage or expense arising from issuance of clean bills of lading for goods known to be missing, unsound or damaged;

(g) Loss, damage or expense arising from the intentional issuance of bills of lading prior to receipt of the goods described therein, or covering goods not received at all;

(h) Loss, damage or expense arising from delivery of cargo without surrender of order bills of lading;

(i) Freight on cargo short-delivered, whether or not prepaid or whether or not included in the claim and paid by the Assured: *And provided further, That:*

(j) Liability hereunder shall in no event exceed that which would be imposed by law in the absence of contract;

(k) Liability hereunder shall be limited to such as would exist if the charter party, bill of lading, or contract of affreightment contained (i) a negligence general average clause in the form hereinafter specified under paragraph (12); (ii) a clause providing that any provision of the charter party, bill of lading, or contract of affreightment to the contrary notwithstanding, the Assured and the insured vessel shall have the benefit of all limitations of and exemptions from liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force; (iii) such clauses, if any, as are required by law to be stated therein; (iv) and such other protective clauses as are generally in use in the particular trade;

(l) When cargo carried by the insured vessel is under a bill of lading or similar document of title subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as is imposed by said Act or law, and if the Assured or the insured vessel assumes any greater liability or obligation, either in respect of the valuation of the cargo or in any other respect, then the minimum liabilities and obligations imposed by said Act or law, such greater liability or obligation shall not be covered hereunder;

(m) When cargo carried by the insured vessel is under a charter party, bill of lading, or contract of affreightment not subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as would exist if said charter party, bill of lading, or contract of affreightment contained a clause exempting the Assured and the insured vessel from liability for losses arising from unseaworthiness provided that due diligence shall have been exercised to make the vessel seaworthy and properly manned, equipped and supplied, and a clause limiting the Assured's liability for total loss or damage to goods shipped to \$500. per package, or in case of goods not shipped in packages, per customary freight unit, and providing for pro rata adjustment on such basis for partial loss or damage. The provisions of clauses (k), (l) and (m) herein may, how-

ever, be waived or altered by the Assurer on terms agreed, in writing.

(n) In the event cargo is carried under an arrangement not reduced to writing, such cargo shall be deemed to be carried under a charter party, bill of lading, or contract of affreightment incorporating the terms and conditions of the War Shipping Administration uniform bill of lading in the present form as published in Vol. 7, No. 134, p. 5246-5251 of the FEDERAL REGISTER or as modified by the War Shipping Administration;

(o) Where cargo on board the insured vessel is the property of the Assured, such cargo shall be deemed to be carried under a contract containing the protective clauses described in clauses (k), (l) and (m) herein; and such cargo shall be deemed to be fully insured under the usual form of cargo policy, and in case of loss of or damage to such cargo the Assured shall be insured hereunder in respect of such loss or damage only to the extent that he would have been if the cargo had belonged to another, but only in the event and to the extent that the loss or damage would not be recoverable from marine insurers under a cargo policy as above specified;

(p) No liability shall exist hereunder for any loss, damage or expense in respect of cargo being transported on land or on another vessel;

(q) No liability shall exist hereunder for any loss, damage or expense in respect of cargo before loading on or after discharge from the insured vessel caused by flood, tide, windstorm, earthquake, fire, explosion, heat, cold, deterioration, collapse of wharf, leaky shed, theft or pilferage unless such loss, damage or expense is caused directly by the insured vessel, her master, officers or crew;

(8) Liability for fines and penalties for the violation of any laws of the United States, or of any state thereof, or of any foreign country, *Provided, however*, That the Assurer shall not be liable to indemnify the Assured against any such fines or penalties resulting directly or indirectly from the failure, neglect or fault of the Assured or its managing officers to exercise the highest degree of diligence to prevent a violation of any such laws.

(9) Liability for expenses incurred in resisting any unfounded claim by the master or crew or other persons employed on board the insured vessel, or in prosecuting such person or persons in case of mutiny or other misconduct; not including, however, costs which would not reasonably be incurred by a private American vessel owner under similar circumstances, nor costs of successfully defending claims elsewhere protected in this policy.

(10) Liability for extraordinary expenses, incurred in consequence of the outbreak of plague or other disease on the insured vessel, for disinfection of the vessel or of persons on board, or for quarantine expenses, not being the ordinary expenses of loading or discharging, nor the wages or provisions of crew or passengers; *Provided, however*, That no liability shall exist hereunder if the vessel be ordered to proceed to a port where it is known that she will be subjected to quarantine;

(11) Liability for port charges incurred solely for the purpose of putting in to land an injured or sick seaman, and the net loss to the Assured in respect of bunkers, insurance stores and provisions as the result of the deviation.

(12) Liability for Cargo's proportion of General Average, including special charges, so far as the Assured cannot recover the same from any other source; *Provided, however* That if the charter party, bill of lading or contract of affreightment does not contain the negligence general average clause quoted below, the Assurer's liability hereunder shall be limited to such as would exist if such clause were contained therein, viz:

"In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers."

(13) Liability for costs, charges and expenses reasonably incurred and paid by the Assured in connection with any liability insured under this policy, *Provided* That the Assured shall not be entitled to indemnity for the cost or expense of prosecuting or defending any claim or suit unless the same shall have been incurred with the approval in writing of the Assurer, or the Assurer shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay, or that the expenses were reasonably and properly incurred. The cost and expense of prosecuting any claim in which the Assurer shall have an interest by subrogation or otherwise, shall be divided between the Assured and the Assurer, in proportion to the amounts which they would have been entitled to receive respectively, if the suit should be successful.

(14) If the master of the insured vessel shall be sued by reason of any event which imposes on the Assured a liability against which the Assured is indemnified under this policy, the Assurer will pay the costs and expenses of the defense of such suit subject to the provisions of paragraph (13), and will indemnify the master of such vessel to the same extent as though he were an assured under this policy; *Provided, however*, That the Assurer shall not be liable to indemnify the master in excess of the amount (a) for which the owner of said vessel would have been liable, or to which such owner could have limited liability, if such owner has been sued instead of the master, or (b) for which the Assurer would be liable under this policy had the suit been brought against the owner of the vessel.

(15) Expenses which the Assured may incur under authorization of the Assurer in the interest of the Assurer.

GENERAL CONDITIONS AND LIMITATIONS

(16) In the event of any happening which may result in loss, damage or expense for which the Assurer may become liable, prompt notice thereof, on being known to the Assured, shall be given by the Assured to the Assurer, but failure to give such prompt notice because of wartime emergency conditions shall not prejudice this insurance.

The Assurer shall not be liable for any claim not presented to the Assurer with proper proofs of loss within twelve (12) months after payment by the Assured.

(17) In no event shall suit on any claim be maintainable against the Assurer unless commenced within eighteen (18) months after the loss, damage or expenses resulting from liabilities, risks, events, occurrences and expenditures specified under this policy shall have been paid by the Assured.

(18) The Assured shall not make any admission of liability, either before or after any occurrence which may result in a claim for which the Assurer may be liable. The Assured shall not interfere in any negotiations of the Assurer for settlement of any legal proceedings in respect of any occur-

rences for which the Assurer is liable under this policy; *Provided, however*, That in respect of any occurrence likely to give rise to a claim under this Policy, the Assured is obligated to and shall take such steps to protect his and the Assurer's interests as would reasonably be taken in the absence of this or similar insurance. If the Assured shall fail or refuse to settle any claim as authorized by Assurer, the liability of the Assurer to the Assured shall be limited to the amount for which settlement could have been made.

(19) Whenever required by the Assurer, the Assured shall aid in securing information and evidence, subject to any governmental limitations as to the confidential character of such information or evidence, and in obtaining witnesses and shall cooperate with the Assurer in the defense of any claim or suit or in the appeal from any judgment, in respect of any occurrence as hereinbefore provided.

(20) Unless otherwise agreed by endorsement hereon, the Assurer's liability shall in no event exceed that which would be imposed on the Assured by law in the absence of contract; *Provided, however*, That the acceptance by the Assured of towage contract or agreement limiting the liability of towboats or their owners shall not affect the Assured's right of indemnity from the Assurer for any liability, loss, damage or expense covered under this policy.

(21) No claim or demand against the Assurer shall be assigned or transferred, and no person, other than a receiver of the property or the estate of the Assured, shall acquire any right against the Assurer without the express consent of the Assurer; *Provided, however*, That this shall not affect the rights of any assignee under an assignment made by virtue of any governmental order or decree, in which event such assignee shall have and possess all of the rights of its predecessor in assignment.

(22) The Assurer shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any payment made under this policy, to the extent of such payment, and the Assured shall, upon the request of the Assurer, execute all documents necessary to secure to the Assurer such rights.

(23) The Assurer shall not be liable for any loss or damage against which, but for the insurance hereunder, the Assured is or would be insured under existing insurance excepting as provided in Paragraph (1) (a) hereof.

(24) If and when the Assured under this policy has any interest other than as an owner or bare boat charterer of the insured vessel, in no event shall the Assurer be liable hereunder to any greater extent than if such Assured were the owner or bareboat charterer and were entitled to all the rights of limitation to which a shipowner is entitled.

(25) Notwithstanding anything to the contrary contained in this policy, the Assurer shall not be liable for any loss, damage, or expense sustained, directly or indirectly, by reason of:

(a) Loss, damage or expense to hull, machinery, equipment or fittings of the insured vessel, including refrigerating apparatus and wireless equipment, whether or not owned by the Assured;

(b) Cancellation or breach of any charter or contract, detention of the vessel, bad debts, insolvency, fraud of agents, loss of freight, passage money, hire, demurrage, or any other loss of revenue;

(c) Any loss, damage, sacrifice, or expense which would be payable under the terms of the American Institute Hull form of policy, 7/1/44 issued by the American Marine Hull Insurance Syndicate on hull, machinery, etc., whether or not the insured vessel is fully covered by insurance sufficient in amount to pay such loss, damage, sacrifice or expense.

(d) Capture, seizure, arrest, restraint or detention, or the consequences thereof, or of any attempt thereat, or the consequences of hostilities or war-like operations, whether before or after the declaration of war;

(e) The insured vessel towing any other vessel or craft, unless such towage was to assist such other vessel or craft in distress to a port or place of safety; *Provided, however*, That this exception shall not apply to claims covered under paragraph (1) of this policy.

(f) For any claim for loss of life, personal injury or illness in relation to the handling of cargo where such claim arises under a contract of indemnity between the Assured and his sub-contractor.

IN WITNESS WHEREOF, the War Shipping Administration has caused this policy to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Countersigned at Washington, D. C., this _____ day of _____, 19____

E. S. LAND,
Administrator.

(E.O. 9054, 7 F.R. 837) •

[SEAL]

E. S. LAND,
Administrator.

APRIL 7, 1944.

[F. R. Doc. 44-4982; Filed, April 7, 1944;
11:27 a. m.]

PART 302—CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERE TO

[G. O. 13, Supp. 1]

REQUISITION BAREBOAT CHARTER FOR DRY CARGO AND TANK VESSELS

Sections 302.61 and 302.62 (General Order 13) are merged into one section, § 302.61, and revised to read:

§ 302.61 *Requisition bareboat charter for dry cargo and tank vessels "Warshipdemise (Rev.)"*. The Administrator, War Shipping Administration, adopts the following standard form of bareboat charter for dry cargo and tank vessels chartered by the United States of America, acting by and through the Administrator, to be known as "WARSHIPDEMISE (Rev.)":

Form No. 103 (Rev.) 4/4/44 Contract No.---
Warshipdemise (Rev.)

WAR SHIPPING ADMINISTRATION

REQUISITION BAREBOAT CHARTER FOR DRY CARGO AND TANK VESSELS

Whereas, pursuant to Section 902 of the Merchant Marine Act, 1936 as amended, and the President's Executive Order No. 9054, as amended, the Administrator, War Shipping Administration, has requisitioned the use of the Vessel:

Now, therefore, pursuant to said Section 902, the Administrator, War Shipping Administration, hereby transmits to the Owner this Charter, consisting of Part I and Part II, setting forth the terms which, in the Administrator's judgment, should govern the relations between the Charterer and the Owner and a statement of the rate of hire which, in the Administrator's judgment, will be just compensation for the use of the Vessel under the terms of this Charter:

Requisition bareboat charter, dated as of _____, 19____, between _____
Address _____
Owner of the SS/MS _____
(herein called the "Vessel"), and United

States of America, acting by and through the Administrator, War Shipping Administration, Charterer, the terms of the Charter being as follows:

PART I

The Vessel's particulars on which the rate of hire and valuation have been based, in part, by the Administrator are as follows: Deadweight capacity, as defined in Clause 18, Part II. *Classed*-----

Bale capacity of refrigerated cargo space, as represented by the Owner, exclusive of ship's stores and space installed by or at the expense of Charterer-----
cubic feet-----
Year built-----

CLAUSE A. Period of charter. From the time of delivery to the time of expiration of the voyage current at the end of the emergency proclaimed by the President of the United States on May 27, 1941; *Provided, however*, That either party may sooner terminate this Charter upon not less than thirty (30) days' written or telegraphic notice to the other. In either case the Vessel shall be redelivered as hereinafter provided.

CLAUSE B. Hire. The Owner is hereby given an election either (I) to accept the rate of hire hereinafter set forth in Option I, which states the rate which in the Administrator's judgment will be just compensation for the use of the Vessel under the terms of this Charter; or (II) to decline to accept such rate of hire and to have the amount of just compensation judicially determined. If the Owner elects Option I, hire at the rate therein stated shall be paid by the Charterer to the Owner in the manner provided in Part II. If the Owner does not accept the rate of hire set forth in Option I, the right of the owner to pursue whatever legal remedy it may have to recover just compensation under the laws and Constitution of the United States shall not be impaired or prejudiced either by the execution and delivery of this Charter, or by the acceptance of 75 per centum of the rate of hire set forth in Option I, and this Charter, in any such event, shall then be deemed an agreement governing only the relations between the Owner and the Charterer in respect to matters other than the amount of just compensation for the use of the Vessel under the terms of this Charter. Where Option II applies the Charterer reserves all rights which it may have to readjust or redetermine the rate of hire at any time after July 1, 1945. The right to modify or change the terms of the Charter is reserved where the Charter has not been executed by the Owner and delivered to the Charterer.

OPTION I. The hire shall be \$----- per calendar month or pro rata for any portion thereof.

OPTION II. The Charterer shall pay to the Owner just compensation, to be judicially determined, for the use of the Vessel under the terms of this Charter, and, subject to the Charterer's reservations as to readjustment or redetermination of the rate of hire, the Charterer shall pay on account of just compensation a sum equal to 75 per centum of the hire otherwise payable under the terms of this Charter, as the same may from time to time be due under the terms of this Charter, and the Owner shall be entitled to sue the United States to recover such further sum as added to such 75 per centum will make up such amount as will be just compensation. The term "just compensation" as used in this Clause B and elsewhere in this Charter shall be deemed to include interest, if any, to which the Owner would be entitled if it had not executed and delivered this Charter.

Time of election between options. The Owner shall elect between Option I and Option II at the time the Owner signs this Charter, unless a rate has not then been inserted in Option I. In the latter case,

such election shall be made by the Owner in writing within thirty (30) days after receipt of written notice from the Charterer of the rate to be so inserted. In the event of the Owner's failure to elect Option I at the time of signing, or within such 30-day period, as the case may be, Option II shall apply. *Provided, however*, That at any time after election has been made of either Option I or Option II, but before redelivery and before commencement of suit for just compensation, the Owner, subject to the approval of the Charterer, may, if it has elected Option I herein, change such election to Option II, effective as of the date of such change and notice thereof to the Charterer, or if it has elected Option II herein, change such election to Option I, effective as of the time of delivery under this Charter or such other mutually agreeable date as the Charterer may fix. Whenever Option II is applicable, it shall be deemed to have been elected for the purpose of this proviso.

Rate revision (Option I only). At any time after July 1, 1945 but not more often than once every 12 months thereafter, either party may request a redetermination of the rate of charter hire upon ninety (90) days' written or telegraphic notice to the other. If a revised rate is determined and agreed upon within such 90-day period, it shall become effective as of the date specified in the determination and shall continue for the balance of the period of this Charter, subject to further redetermination in accordance with the provisions of this paragraph. If a revised rate is not determined and agreed upon within any such 90-day period, then the rate of hire in effect at the time of such notice shall apply only until noon (EWT) of the day after the end of such 90-day period, and the Charterer shall make a redetermination of the rate of hire, as to which the provisions of Option II of this Clause B shall apply for the balance of the period of this Charter. A change in the rate of charter hire under this paragraph shall not terminate the period of or otherwise modify the provisions of this Charter, and any such change shall be without prejudice to the rights of either party to terminate this Charter as provided in Clause A, Part I.

CLAUSE C. Valuation. The Owner shall elect between the following options, unless this is a Vessel subject to the provisions of Section 832 of the Merchant Marine Act 1936, as amended, in which event the Owner shall not have the right to elect Option I, and Option II shall apply.

OPTION I. In the event of loss or damage to the Vessel due to the operation of a risk assumed by the Charterer under the terms of this Charter, the Charterer shall pay to the Owner just compensation, to be judicially determined, for such loss or damage, to the extent the person entitled thereto is not reimbursed therefor through policies of insurance against such loss or damage. In such event the amount of just compensation shall be determined and tendered by the Charterer as soon as practicable after the loss or damage, but if the amount of just compensation so determined is unsatisfactory to the person entitled thereto, the Charterer shall pay to such person 75 per centum of the amount so determined, and such person shall be entitled to sue the United States to recover such further sum as, added to said 75 per centum, will make up such amount as will be just compensation for the loss of or damage to the Vessel.

OPTION II. For the period commencing with the delivery of the Vessel under this Charter and ending noon, (EWT) April 20, 1945, the agreed valuation of the Vessel for the purposes of this Charter and any insurance undertaken by the Charterer is the sum of \$----- . For each subsequent twelve (12) month period the valuation, unless oth-

erwise agreed, shall be reduced by , but any Owner who shall be dissatisfied with such reduction shall have the option, to be exercised on or before April 1st of any year commencing April 1st, 1945, to elect Option I for the period commencing at noon (EWT) of the following April 20th, and effective for the balance of the term of this Charter. In event of such election, the provisions of Option I shall control for all purposes from such effective date.

The foregoing provisions of this Option II shall not be applicable to a Vessel subject to the provisions of Section 802 of the Merchant Marine Act, 1936, as amended. For the purposes of this Charter and any insurance undertaken by the Charterer, any such Vessel shall be valued as of the date of loss at the actual depreciated construction cost of the Vessel (together with the actual depreciated cost of capital improvements thereon, but excluding the cost of national-defense features), less the depreciated amount of construction-differential subsidy theretofore paid incident to the construction or reconditioning of such Vessel, or the fair and reasonable scrap value of such Vessel as determined by the Charterer, whichever is greater. In computing the depreciated value of the Vessel, depreciation shall be computed on the Vessel on the schedule adopted by the Bureau of Internal Revenue for income-tax purposes.

By mutual agreement the valuation provisions of this Option II may be superseded as of the date of loss or any other mutually agreeable date in the event that the Charterer shall adopt any plan with respect to replacement of vessels which is applicable to this Vessel.

Time of election between options. Except as otherwise provided in Valuation Option II above, the Owner shall elect between Option I and Option II at the time the Owner signs this Charter, unless a valuation has not then been inserted in Option II. In the latter case, such election shall be made by the Owner in writing within thirty (30) days after receipt of written notice from the Charterer of the valuation to be so inserted. In the event of the Owner's failure to elect Option II at the time of signing or within such 30-day period, as the case may be, Option I shall apply.

CLAUSE D. Port of delivery.

CLAUSE E. Time and date of delivery.

CLAUSE F. Port of redelivery. Port of delivery, unless otherwise agreed: *Provided, however,* That at Owner's option, redelivery shall be made at the U. S. continental port where the Owner maintains its principal operating headquarters.

CLAUSE G. Notice of redelivery. The Charterer shall give not less than thirty (30) days' written or telegraphic notice.

CLAUSE H. Uniform terms. This Charter consists of this Part I and Part II, conforming to the Requisition Bareboat Charter for Dry Cargo and Tank Vessels, published in the FEDERAL REGISTER of April —, 1944. The provisions of Part II shall be incorporated by reference in and need not be attached to Part I of this Charter, and unless in this Part I otherwise expressly provided, all of the provisions of Part II shall be part of this Charter as though fully set forth in this Part I.

CLAUSE I. Prior charter or requisition. Execution and delivery of this Charter by the Owner shall not impair any rights or obligations of either the Charterer or the Owner existing at the time of delivery of the Vessel under this Charter and arising out of any prior Charter or out of any requisition of the Vessel other than the requisition pursuant to which this Charter is tendered, but with respect to any rights or obligations arising after delivery of the Vessel under this Charter, the terms of this Charter shall govern. The execution and delivery of this Charter shall be without prejudice to any rights which the

Charterer may have to requisition the Vessel for title at any time or to requisition the Vessel for use upon termination of this Charter by the Owner. Whenever the Owner hereunder is entitled to just compensation as provided under Option II Clause B or Option I Clause C, or Clause 11 A, Part II, the rights of such Owner as to the determination and payment of just compensation under the laws and Constitution of the United States shall not be prejudiced by reason of the execution and delivery of this Charter by such Owner, and the rights of such Owner to just compensation shall be the same as though he had not executed and delivered this Charter:— *Provided, however,* That all terms and conditions of this Charter other than those relating to the determination and payment of just compensation shall not be impaired or affected by the reservation contained in this sentence.

CLAUSE J. Special provisions.

In witness whereof, the Owner has executed this Charter in quadruplicate the _____ day of _____, 19____, and has elected Hire Option _____ and Valuation Option _____, and the Charterer has executed this Charter in quadruplicate the _____ day of _____, 19____.

By: _____
UNITED STATES OF AMERICA,
By: E. S. LAND, _____
Administrator,
War Shipping Administration.
By: _____
For the Administrator.

As to execution for Owner:

Attest:

or if not incorporated
in the presence of:

Witness.

and

Witness.

Approved as to form:

Assistant General Counsel.

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____ a corporation organized and existing under the laws of the State of _____ and having its principal place of business at _____ a party to this Charter, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____ who signed this Charter on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Charter in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Charter is within the scope of the corporate and lawful powers of this corporation.

[CORPORATE SEAL] Secretary.

Form No. 103 (Rev.) 4/4/44
Warshipdemise (Rev.)

WAR SHIPPING ADMINISTRATION
REQUISITION BAREBOAT CHARTER FOR DRY CARGO
AND TANK VESSELS

PART II

CLAUSE 1. A. Unless otherwise stated in Part I, the Vessel on her delivery shall be in Class A-1 American Bureau of Shipping or equivalent, tight; staunch and strong and in every respect seaworthy, serviceable and fitted for normal commercial service for a Vessel of her size, type and description. If the surveyor or surveyors, on the survey provided for in this Clause 1, recommend in the survey

report that the performance of any repairs or work is necessary to place the Vessel on the date of delivery in the condition and class required in this paragraph, which recommendations shall include all deferred items of repairs or work, (as distinguished from postponed annual or periodical surveys), required by outstanding classification or steamboat inspection requirements for such normal service, the Owner shall, at its expense, make all repairs and do all work so recommended, except repairs or work waived by the Charterer or for which the Charterer is responsible under this or any prior Charter or requisition of the Vessel. The repairs or work for which the Owner is responsible, as above provided, shall be made before delivery unless deferred by the Charterer, but if, after reasonable opportunity, either before or after delivery, the Owner shall fail or if it shall become impracticable for the Owner to make such repairs or to do such work, the Charterer may have such repairs or work done at the expense of the Owner and may deduct the reasonable cost thereof from amounts due or owing under this or any other Charter. Except for the Owner's obligation to make repairs or do work for which the Owner is responsible as above provided, or to pay the cost thereof, the delivery of the Vessel by the Owner and the taking of the Vessel by the Charterer shall constitute a full performance by the Owner of all of the Owner's obligations under this Clause 1, and thereafter the Charterer shall not be entitled to make or assert any claim against the Owner on account of any agreements, representations or warranties, expressed or implied, with respect to the condition of the Vessel.

For the purpose of this Charter a Vessel shall be deemed to be in class, whether or not any requirements or recommendations of the Classification Society are outstanding at the time of delivery or redelivery, as the case may be, unless the time limit for the accomplishment of any such requirements or recommendations, including any extension or period of grace allowed, shall have expired.

If radio or other equipment is required to enable the Vessel to comply with this Clause 1 A and such equipment is leased by the Owner, it shall pay the rental charges therefor or, if such charges are paid by the Charterer, such charges may be deducted from the hire: *Provided, however,* That the Charterer shall be responsible for the maintenance of such equipment including any maintenance charges therefor.

CLAUSE 1. B. Before delivery under this Charter, the Vessel shall be surveyed jointly by representatives of the Charterer and the Owner, or by a surveyor satisfactory to both the Charterer and the Owner, to determine and state the condition of the Vessel and, if the Vessel is not in the condition and class required in Clause 1 A, to make recommendations as therein contemplated. Such survey shall include drydocking to determine the condition of the underwater parts, which survey and drydocking shall be the expense and on the time of the Charterer, except to the extent that such expense would be recoverable under the standard American hull form of marine insurance policy by reason of an occurrence prior to delivery of the Vessel to Charterer under this Charter. The joint findings and recommendations of the representatives of the Charterer and the Owner or the findings and recommendations of a surveyor satisfactory to both parties shall be conclusive except for items which the survey report notes or states have not been examined, and as to such items the provisions of Clause 1 D shall apply. In the event of dispute between the surveyors, such dispute shall be finally determined by a surveyor appointed by the American Bureau of Shipping.

CLAUSE 1. C. At or before the survey or, if not then made available, as soon as prac-

licable, the Owner shall furnish to the Charterer a statement of all unrepaired damage known to the Owner existing at the time of delivery, together with a report of all casualties known to the Owner which may have given rise to damage subsequent to the last drydocking in a U. S. continental port. Upon the request of the Charterer, the Owner shall also furnish to the Charterer copies of, or, at Charterer's option, permit it to inspect such of the following documents as are available and have been made within or cover the period of one year immediately preceding delivery of the Vessel under this Charter: (a) all deck and engine room logs; (b) all survey reports; and (c) all casualty reports or repair requisitions made by the deck or engine room departments of the Vessel.

CLAUSE 1. D. The survey provided for in Clause 1 B may be postponed by the Charterer in whole or in part and in that event the survey shall be completed as soon as practicable thereafter. Repairs or classification or other work found to be necessary on such postponed survey shall be for the account of the Charterer under this Charter, unless upon the postponed survey the surveyors agree, or a surveyor satisfactory to both the Charterer and the Owner shall find, upon due consideration of any information furnished or made available to the surveyors or surveyor pursuant to Paragraph C of this Clause 1 or of other substantial evidence, that the necessity for the repairs or work arose before delivery of the Vessel under this Charter, and in such case the cost of such repairs or work shall be borne by the Owner or the Charterer accordingly as their respective obligations may have been at the time when the damage occurred. Where no survey was held prior to the delivery of the Vessel and the execution of this Charter, the survey shall be deemed to have been postponed pursuant to this Clause.

CLAUSE 1. E. If the survey required by Clause 1 B has been held prior to May 1, 1944, the Owner and the Charterer or their respective surveyors shall, as soon as possible, examine the survey report and determine jointly whether such report shows the Vessel to have been in the condition required in Clause 1 A as of the date of delivery, or, if not, what repairs or work should have been recommended to place the Vessel in such condition. In making such determination due consideration shall be given to the survey reports and any information furnished or made available pursuant to Clause 1 C or to other substantial evidence. In the event of dispute between the Owner and Charterer or their surveyors, such dispute shall be finally determined by a surveyor appointed by the American Bureau of Shipping, who, in view of the impracticability of making such retroactive determinations, shall resolve doubts in favor of the Owner. The recommendations, if any, so determined shall have the same effect as though the recommendations had been made upon an original survey pursuant to Clause 1 B hereof except that the repairs or work so recommended shall be deemed to have been deferred by the Charterer as provided in Clause 1 F. The procedure set forth in this Clause 1 E may be accomplished before this Charter is executed.

CLAUSE 1. F. If any repairs or work for the Owner's account are deferred by the Charterer, the extent and cost thereof shall be determined by the surveyors or surveyor as of the time of delivery, and any increase in the extent and cost thereof solely by reason of such deferment shall be for the Charterer's account.

CLAUSE 1. G. Fees charged by any surveyor appointed by the American Bureau of Shipping for services in connection with the settlement of any dispute referred to him under this or any other Clause of this Charter shall

be borne equally by the Owner and the Charterer.

CLAUSE 2. The Charterer or any other agency of the United States may, at the expense of the Charterer or such agency and on the Charterer's time, install any equipment, gear or armament (including demagnetization by installed equipment or other process e.g. degaussing, wiping or depairing) and may make any alterations or additions to the Vessel. Such equipment, gear or armament so installed are to be considered Charterer's property. The Charterer shall, before redelivery and at its expense and on its time, remove any equipment, gear and armament installed by or on the order or request of the Charterer or any other agency of the United States and restore the Vessel to her condition prior to any installations, alterations, additions or changes made by or on the order or request of the Charterer or any other agency of the United States, whether such installations, alterations, additions or changes were made under this Charter or at any time prior to delivery under this Charter.

CLAUSE 3. A. If the Owner elects hire Option I, the Charterer shall pay hire for the use of the Vessel at the rate provided in Option I of Clause B, Part I, per calendar month or pro rata for any portion thereof, and if the Owner elects hire Option II or such Option II becomes otherwise applicable, the Charterer shall similarly make payments to the Owner per month or pro rata for any portion thereof on account of just compensation in accordance with Option II, in either case for the period beginning with the time of the Vessel's delivery under this Charter and continuing until the time of her redelivery under this Charter to the Owner at the port of redelivery; or if the Vessel shall be lost as an actual total loss, hire shall continue until the time of her loss, if known, or if the date of loss cannot be ascertained or if the Vessel is unreported, hire shall continue for one-half the calculated time necessary for the Vessel to proceed from her last known position to the next port of call, but not exceeding 14 days; or if the Vessel is a constructive total loss under the terms of any insurance thereon or pursuant to the provisions of Clause 16, Part II, hire shall continue until noon (EWT) of the day of the last casualty resulting in or causing or contributing to her loss, except as otherwise provided in said Clause 16. Nothing in this Clause shall prohibit the Owner from instituting proceedings at any time after the execution of this Charter by the Charterer to recover just compensation when Option II of Clause B, Part I, is applicable.

CLAUSE 3. B. Unless otherwise provided in this Charter, the hire and all monies accruing during the preceding month in favor of the Owner including payments on account of just compensation shall be due and payable on the first day of each calendar month; *Provided, however*, That no such hire or other monies shall accrue or become due and payable before execution of this Charter by the Charterer, except payments on account made before such execution.

CLAUSE 4. If, pursuant to any applicable laws of the United States or any agreements entered into pursuant thereto, the Owner is required because of the operation of the Vessel under this Charter to make any payment to the United States by way of reimbursement for construction differential subsidy, then the Charterer shall pay to the Owner as additional charter hire a sum equal to any amount so paid.

CLAUSE 5. A. The Charterer at its own expense shall, if practicable, drydock the Vessel and clean and paint her underwater parts when necessary and not less than once in every nine (9) months. The Charterer shall, if practicable, give the Owner notice of the time and place of drydocking fifteen (15) days in advance thereof and afford the Owner an

opportunity to inspect the Vessel while dry-docked.

CLAUSE 5. B. In so far as practicable, the Charterer shall at its expense maintain the Vessel during the period of the Charter in the same condition as when delivered, ordinary wear and tear excepted. Nothing in this Clause 5 B shall impose any obligation on the Owner or Charterer to correct ordinary wear and tear. If the Charterer, while not recognizing any obligation to do such work, corrects any ordinary wear and tear during the period of use, the Owner shall not be liable for the cost of repairs or work done in connection therewith. Nothing in this Clause 5 B shall diminish nor enlarge the Charterer's obligations under Clause 6 hereof.

CLAUSE 6. A. Immediately before redelivery, the Charterer, at its own expense and on its time, shall restore the Vessel to at least as good condition and class as upon delivery to the Charterer under this Charter, ordinary wear and tear excepted, and shall perform all work required by Clause 2, Part II. "Ordinary wear and tear" as used in this Charter shall mean ordinary wear and tear which would occur in normal commercial trading notwithstanding good commercial maintenance practices. If the surveyor or surveyors, on the redelivery survey provided for in Clause 6 B, recommend that the performance of any repairs or work is necessary to place the Vessel on the date of redelivery in the condition and class required in this paragraph, which recommendations shall include all repairs or work, (as distinguished from postponed annual or periodical survey), required by outstanding classification or steamboat inspection requirements to place her in such condition, the Charterer shall, at its expense, make all such repairs and do all such work so recommended, or shall pay to the Owner in advance an amount for reconditioning sufficient to place the Vessel in such condition and class and to provide for the foregoing work and repairs, which amount shall also include compensation at the rate of hire payable under this Charter for the time reasonably required under then existing conditions to complete such work or repairs and compensation for other expenses incident to such work or repairs. The Charterer shall not be required to make any repairs or to satisfy any classification or steamboat inspection requirements which were for Owner's account under Clause 1 A but if such repairs were made or such requirements were satisfied after delivery under this Charter and paid for by the Owner they shall be considered as having been made at the time of delivery for the purpose of determining the Charterer's obligations under this Clause 6. The Charterer shall make any repairs which were for the Charterer's account under any prior Charter or requisition but were still uncompleted on delivery under this Charter. If the Charterer and the Owner agree, the Charterer's obligation under this Clause 6 and under Clause 2, Part II, may be discharged by a lump sum payment to the Owner or other mutually satisfactory agreement at the time of delivery of the Vessel to the Owner.

CLAUSE 6. B. For the purpose of establishing the Charterer's obligation under this Clause 6, the Vessel shall, before redelivery, be surveyed jointly by representatives of the Charterer and the Owner or by a surveyor satisfactory to both the Charterer and the Owner to determine the condition of the Vessel and to make the recommendations contemplated in Clause 6 A. Such survey shall include drydocking to determine the condition of the underwater parts, which drydocking shall be at the expense and on the time of the Charterer if drydocking for cleaning and painting bottom is due, or if underwater damage is found, or if there is evidence that since the last drydocking the Vessel has been involved in a grounding or

underwater, contact or a collision; otherwise such expense shall be paid by the Owner.

The joint findings and recommendations of the representatives of the Charterer and the Owner or the findings and recommendations of the surveyor satisfactory to both shall be conclusive except for items which the survey report notes or states have not been examined on such survey and the obligations of the Charterer as aforesaid with respect to such items shall be discharged by complying with such recommendations. In the event of a dispute between the surveyors, such dispute shall be finally determined by a surveyor appointed by the American Bureau of Shipping.

CLAUSE 7. At the time of delivery a complete inventory of the Vessel's entire outfit, equipment, furniture, furnishings, appliances, spare and replacement parts and of all unbroached consumable stores and fuel on board shall be jointly taken by representatives of the Charterer and the Owner, and mutually agreed upon by them as to items and as to price with respect to all unbroached consumable stores and fuel, but if it is impracticable to make such inventory, then the Charterer will accept the Owner's inventory or reasonable estimates as to items and as to reasonable prices where pricing is required, and a similar inventory shall be so jointly taken and mutually agreed upon at the time of redelivery.

CLAUSE 8. The Charterer shall accept and pay for all unbroached consumable stores and fuel on board at the time of delivery, and the Owner shall accept and pay for all unbroached consumable stores and fuel on board at the time of redelivery, at the market prices current at the ports and times of delivery and of redelivery, respectively; *Provided, however*, That the Owner shall not be required to accept and pay for such unbroached consumable stores and fuel in excess of the Vessel's normal peacetime requirements, "Consumable stores" within the meaning of this Clause shall mean all consumable and subsistence stores (but not radio supplies, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A, and 7919A (Revised Forms 1939).

CLAUSE 9. The Charterer shall have the use of all outfit, equipment, furniture, furnishings, appliances, spare and replacement parts belonging to the Vessel, either on board the Vessel or ashore, from the time of delivery without extra cost and the same or their substantial equivalent shall be returned to the Owner on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. Any such items lost, destroyed, damaged, or so worn in service as to be unfit for use in Owner's service shall be replaced or made good by the Charterer in kind or value at or before redelivery and any overages, accepted by the Owner, shall be paid for at the current market price at the port and time of redelivery. *Provided, further*, That any equipment, furniture, furnishings or appliances belonging to the Vessel and not required by the Charterer may be removed and stored by the Charterer at its expense. The Charterer shall have the right to use, sell, or otherwise dispose of any of such items removed, on condition, however, that the same or their substantial equivalent shall be returned aboard the Vessel on redelivery thereof in the same good order and condition as when removed, ordinary wear and tear excepted, and any such items lost, destroyed, damaged, or so worn in service as to be unfit for use are to be replaced or made good by the Charterer in kind before redelivery or in value at the time of redelivery. *Provided, further, however*, That the foregoing condition as to restoration shall not apply in the event of loss of or requisition of title to the Vessel.

CLAUSE 10. During the period of this Charter, the Charterer shall at its own expense, or by its own procurement, man, victual, navigate, operate, supply, fuel, and except as otherwise provided herein repair the Vessel and pay all charges and expenses of every kind and nature whatsoever incident to the use and operation of the Vessel under this Charter. The Charterer and not the Owner shall have exclusive possession, control and command of the Vessel during the entire period of this Charter.

CLAUSE 11. A. Beginning with the delivery of the Vessel under this Charter and continuing until her redelivery, the Charterer, directly and also as insurer, assumes and hereby insures the Owner against all risks, of whatsoever nature or kind, of loss of or damage to the Vessel, and assumes and hereby insures the Owner against all liabilities, of whatsoever nature or kind, arising out of or in connection with the use of the Vessel by the Charterer, including, without limitation, all liabilities for breach of statute or contract, or for loss of or damage to property including cargo and other vessels, or for personal injuries or death of any persons whatsoever, and in addition, the Charterer shall indemnify and save harmless the Owner and the Vessel against and from any and all loss, liability, damage, and expense (including costs of court and reasonable attorneys' fees) on account of such risks or liabilities arising out of any matter occurring during the currency of this Charter. The Charterer having assumed and insured the Owner against all risks of loss of or damage to the Vessel, then in the event of total or constructive total loss of the Vessel the Charterer shall pay to the person entitled thereto the agreed valuation of the Vessel or, if no valuation of the Vessel has been agreed to, the Charterer shall pay just compensation for such loss to the extent the person entitled thereto is not otherwise reimbursed through policies of insurance. The amount of the just compensation shall be determined by the Administrator in accordance with the applicable laws and Constitution of the United States and paid by the Charterer as soon as practicable after the loss; but if the amount of just compensation so determined is unsatisfactory to the person entitled thereto, the Charterer shall pay to such person 75 per centum of the amount so determined, and such person shall be entitled to sue the United States to recover such further sum as, added to said 75 per centum, will make up such amount as will be just compensation for the Vessel. The Charterer shall not, however, by reason of this Clause be liable for any damage of an insurable nature incurred prior to delivery under this Charter and not repaired by, and at the expense of the Owner prior to the loss of the Vessel, except to the extent the Charterer may be liable for such damage under any prior requisition or Charter or insurance issued pursuant thereto; *Provided, however*, Any such liability of the Charterer shall be subject to the terms and conditions of Clause 17 A (c) hereof.

A binder of insurance in the form annexed as Schedule A to this Part II shall be issued by the Charterer against the risk of total and/or constructive total loss of the Vessel by marine or war perils, or both. The insurance protection provided by such binder shall be in addition to and not in lieu of the obligations of the Charterer under this Clause 11 A: *Provided, however*, That a recovery under the binder for the loss of the Vessel shall bar recovery for such loss under this Clause 11 A.

In the event the Vessel is covered by a mortgage or a lien held by the Charterer or any other agency of the United States then any sum or sums payable by virtue of the provisions of this Clause 11 shall be pay-

able for distribution to such agency and/or the persons entitled thereto as their interests may appear.

CLAUSE 11. B. If the Owner has elected valuation Option II set forth in Part I hereof, or if such Option shall otherwise apply to the Vessel, the Owner may procure at its expense and for its account, but subject to the consent of the Administrator as to the amount thereof insurance in excess of such valuation: *Provided, however*, That such insurance shall be without benefit of salvage, subrogation or right of contribution and shall be subject to the terms and conditions of Clause 12 of this Charter.

CLAUSE 12. A. (1) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any vessel; (a) owned by the United States; or (b) under charter to the United States on terms which would make the United States liable as Charterer, insurer or otherwise for such claims; or (c) under Charter to the United States and insured under the terms of the American Hull Form Revised (Requisitioned Vessels 1943).

(2) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any other vessel owned by or under charter to any Government, and against any cargo carried on any such vessel or on any vessel described in subparagraph (1) above, to the extent such waiver may be required by the Charterer in any specific case or cases in order to give effect to any agreement for mutual or reciprocal waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

(3) The waivers provided in this paragraph A shall be effective only as to claims relating to the Vessel and arising out of her use or operation under this Charter, and such waivers shall not relieve the Charterer of any liability it may have to the Owner under the terms of this Charter.

CLAUSE 12. B. The Owner shall and does hereby waive any claim against any ship repairer, based on negligence or otherwise, arising out of repair or custody of the Vessel during the period of this Charter, to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between The United States and the repairer: *Provided, however*, That such waiver shall not preclude recovery by the Owner against the repairer for amounts less than the customary contractual limit of \$300,000 on the repairer's liability, nor for any claim by the Owner for proper replacement of defective workmanship or material in connection with any repairs which are for the Owner's account under the terms of this Charter. The Owner shall and does hereby also waive any claim for loss of or damage to the Vessel against any stevedore to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United States and the stevedore.

CLAUSE 12. C. The Charterer shall indemnify and hold the Owner harmless for and against any loss or damage suffered or liabilities incurred by the Owner for which claim is waived under the provisions of paragraphs A or B of this Clause 12 (except claims for salvage in excess of actual costs incurred in connection therewith), and which is not recovered by the Owner under any other provisions of this Charter; *Provided, however*, That if a valuation of the Vessel has been agreed to this indemnity shall not entitle the Owner to recover for loss of or damage to the Vessel an aggregate sum in excess of the agreed valuation, or if no valuation of the Vessel has been agreed to, in excess of the amount of compensation payable in the event

of loss of the Vessel as provided in paragraph A of Clause 11, Part II; and *provided further*, That this indemnity shall not entitle the Owner to recover for any period of detention or loss of use of the Vessel an aggregate sum in excess of the amount which would be payable to the Owner under the other terms of this Charter for such period.

CLAUSE 13. A. The Owner shall forever indemnify, hold harmless and defend the Charterer against any liens, claims, demands, or liabilities of whatsoever nature by whomsoever asserted (including costs and reasonable attorneys' fees paid or incurred in defending such lien, claim or demand, whether or not it shall be found to be valid, and also including reasonable compensation for loss of use resulting therefrom) upon the Vessel at the time of her delivery under this Charter, or arising out of the use or operation of the Vessel prior to her delivery under this Charter, unless the amount thereof is properly chargeable to the Charterer by reason of any pre-existing charter of the Vessel to or requisition of her by the Charterer. The Charterer shall forever indemnify, hold harmless and defend the Owner against any liens of whatsoever nature and against any claim of such lien (including costs and reasonable attorneys' fees paid or incurred in defending any such claim, whether or not the claim be found to be valid, and also including reasonable compensation for loss of use resulting therefrom), whenever and by whomsoever asserted, upon the Vessel at the time of her redelivery under this Charter, and for which the Owner is not responsible as aforesaid. The Charterer shall also indemnify, hold harmless and defend the Owner and the Vessel against any claims, demands, or liabilities against them or either of them (including costs and reasonable attorneys' fees in defending such claim or demand, whether or not the claim or demand be found to be valid) arising out of the use or operation of the Vessel by the Charterer or any subcharterer or out of any act or neglect of the Charterer or any subcharterer in relation to the Vessel, or out of any obligation or liability incurred by the Charterer or any subcharterer. Each party shall give to the other prompt notice of the assertion of any such lien, claim, demand or liability.

CLAUSE 13. B. If after redelivery the Vessel is arrested or attached upon any cause of action arising or alleged to have arisen from previous possession or operation of the Vessel by the Charterer, or any subcharterer, the Charterer undertakes to use its best efforts to cause the release of the Vessel under the Suits in Admiralty Act or any other special remedy available to the Charterer, subject to the concurrence of the Attorney General of the United States.

CLAUSE 14. The Charterer in its use and operation of the Vessel shall abide by, and comply with, all applicable laws and governmental rules and regulations and the terms of any governmental preferred mortgage on the Vessel, and shall not use or operate the Vessel, or permit use or operation of the Vessel, except in full compliance with all such laws, rules and regulations, and shall indemnify the Vessel and the Owner against any loss, claim, liability, damage or expense on account of any such violation of law, rule, or regulation.

CLAUSE 15. The Charterer shall at all times have the option of subletting or assigning this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

CLAUSE 16. A. If the Charterer finds, in case of casualty or serious damage or injury to the Vessel during the period of this Charter, whether or not the Vessel is an actual or constructive total loss under Clause 11 hereof, that the continuation of the Charter is inadvisable because of the probable high

cost of repairs or indefinite loss of use of the Vessel then the Charterer nonetheless shall have the option of declaring her a constructive total loss by so notifying the Owner in writing as soon as practicable after the occurrence causing such damage or injury. In the event of such a declaration by the Charterer, the Charterer, as insurer, shall forthwith pay or cause to be paid to the Owner an amount to be determined in accordance with the provisions of Clause 11, Part II, as though the Vessel were an actual total loss. If the extent of such damage or injury is not sufficient to entitle the Owner to collect for an actual or constructive total loss under the provisions of Clause 11 hereof in the absence of such a declaration by the Charterer, then the Owner shall also be entitled to hire at the rate of 3½ percent per annum on the valuation of the Vessel computed in conformity with valuation Option II as of the date of such casualty, damage or injury, for the period commencing from the date of termination of hire pursuant to Clause 3 hereof and ending on the date of such declaration except that for any portion of such period covered by Clause 16 B hereof, the rate of hire shall be determined under the provisions of Clause 16 B. Against such payment the Owner will give the Charterer such releases and instruments granting the Vessel or the property of her remaining as the Charterer may require, if the Charterer elects to take title to the vessel.

8. If the Charterer delays declaring the Vessel a constructive total loss beyond four months after hire terminated under Clause 3, Part II, the Charterer shall pay full hire for such period in excess of four months.

CLAUSE 17. A. If immediately prior to delivery under this Charter the Vessel shall have been under charter pursuant to requisition or otherwise to the Charterer, then:

(a) The term of this Charter shall commence coincidentally with the termination of the prior charter and there shall not be an interval between the two.

(b) Except as may be otherwise provided in Clause 18, Part II, the Vessel's particulars as stated in Part I shall be understood to be her particulars as of the time of delivery to the Charterer under such prior charter.

(c) Any insurance provided by the Charterer under said prior charter shall terminate upon the commencement of the term of this Charter (without prejudice to any claim that may have arisen thereunder); *Provided, however*, That claims for unrepaid damage under said prior insurance shall, not be due and payable until the repairs are effected, or if not so effected, until the time of redelivery hereunder, but in no case shall the Charterer be liable for such unrepaid damage in addition to a subsequent total or constructive total loss for which the Charterer is liable under this Charter or any insurance provided hereunder.

B. The Charterer shall reimburse the Owner for its actual out-of-pocket expenses, including all taxes with respect thereto, for which the Owner is responsible by reason of the Ship's Articles or collective bargaining agreements with the master, officers and crew, or the Owner's usual practice, for transportation, wages and subsistence, or payments in lieu thereof, incurred in returning the master, officers and crew to the port, place or area of signing off named in or contemplated by the terms of the Articles, if such expenses are incurred by reason of delivery of the Vessel under this Charter, pursuant to orders or directions of the Charterer or any other agency of the United States, at a port, place or area other than that named in or contemplated by the Articles for termination of the voyage during which delivery of the Vessel is made.

CLAUSE 18. A. Insofar as it is a factor in the Vessel's rate and valuation, deadweight

capacity is to be established in accordance with normal Summer Freeboard as assigned pursuant to the International Load Line Convention, 1930, and shall be her capacity (in tons of 2240 lbs.) for cargo, fuel, fresh water, spare parts and stores but exclusive of permanent ballast. Deadweight shall be calculated without deduction for weight lost by reason of cargo refrigeration installation heretofore made, if any, and weight added by installation of refrigerated cargo capacity (including offsetting permanent ballast required thereby), arming, degaussing, demagnetizing, or the installation of splinter-protection equipment or because of ice-strengthening, or other extraordinary wartime installation of equipment, including permanent ballast, heretofore or hereafter made or required by the Charterer, or any other agency of the United States.

B. In the event that the Vessel's deadweight or bale cubic refrigerated capacity, when finally determined as herein provided, shall not be in accord with the description contained in Part I hereof, the hire and valuation (if any) shall be equitably adjusted to be appropriate for the Vessel's deadweight and bale cubic refrigerated capacity. Certificates of deadweight or bale cubic capacity in satisfactory form, heretofore or hereafter furnished by American Bureau of Shipping shall be accepted as final proof of deadweight capacity and bale cubic refrigerated capacity.

CLAUSE 19. Unless otherwise provided in this Charter or mutually agreed upon, all payments, notices and communications from the Charterer to the Owner, pursuant to the terms of or in connection with this Charter shall be made or addressed to the Owner at the address provided in Part I, and all payments, notices and communications from the Owner to the Charterer, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Charterer at its offices in Washington, District of Columbia.

CLAUSE 20. No member of or delegate to Congress or Resident Commissioner is or shall be admitted to any share or part of this Charter, or to any benefit that may arise therefrom, except to the extent allowed by Title 18 U. S. Code, Section 205. The Owner agrees not to employ any member of or delegate to Congress or Resident Commissioner, either with or without compensation, as an attorney, agent, officer or director.

CLAUSE 21. The Owner warrants that it has not employed any person to solicit or secure this Charter upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Charterer the right to annul this Charter or, in its discretion, to deduct from any sums payable under this Charter the amount of such commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by the Owner upon agreements or sales secured or made through bona fide established commercial or selling agencies maintained by the Owner for the purpose of securing business.

CLAUSE 22. The Administrator (Charterer), acting pursuant to delegation of authority by the War Contracts Price Adjustment Board to the Administrator by instrument dated February 29, 1944, having found that this agreement is in the nature of a lease contract and that the profits hereunder can now be determined with reasonable certainty, that the rate of hire and agreed valuation (if any) are not in excess of just compensation to which the Owner is or may be entitled, and that the provisions of this Charter adequately prevent excessive profits, this Charter (including such rate of hire and agreed valuation (if any)) is hereby exempted from the provisions of the Renegotiation Act, pursuant to subsection (1) (4) of the said Act. Nothing in this Clause shall be construed as an admission by the Owner that this Charter

would otherwise be subject to the Renegotiation Act.

CLAUSE 23. A. In the event that this form of bareboat charter is modified by the Charterer at any time prior to July 1, 1944, the Owner shall, at its option, have the benefit of any such modifications, subject to the assumption by the Owner, at the request of the Charterer, of any obligations imposed in conjunction with such modifications. Said option shall be exercised within such reasonable time as the Charterer may prescribe, and, upon such exercise, the modifications shall become effective as of the date of this Charter. In the event of non-exercise by the Owner of said option, this Charter shall remain in full force and effect in accordance with its original terms.

B. This Charter may be amended, modified or terminated at any time by mutual agreement between the parties hereto.

CLAUSE 24. Notwithstanding any other provision of this Charter, the Charterer shall have a lien on the Vessel for all moneys paid by the Charterer for all repairs, work, or renewals to the Vessel which are for the Owner's account and for moneys paid and not earned or due to the Owner, and for all advances and other payments made to the Owner or on Owner's behalf and, upon redelivery, for the value of fuel, stores, appliances, equipment or machinery the Charterer may have on board or ashore which is for use on the Vessel and which the Owner has agreed to purchase or for which the Owner is liable under this Charter.

CLAUSE 25. This Charter consists of this Part II and Part I which incorporates this Part II therein by reference. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

SCHEDULE A

UNITED STATES OF AMERICA WAR SHIPPING ADMINISTRATION

WARSHIPREQ MARINE AND WAR RISK TOTAL LOSS INSURANCE BINDER

No. H. _____
Date _____

By this binder of insurance does, in accordance with applicable provisions of law and subject to all limitations thereof, make insurance and cause to be insured:

_____ on the Steamer (or Motor Vessel) called the _____ (or by whatsoever name or names the said Vessel is or shall be called), under Charter to the War Shipping Administration pursuant to Charter No. _____ for the risk of Total and/or Constructive Total Loss only subject to the terms and conditions applicable to both Marine and War Risks of the Warshipreq Policy published in the FEDERAL REGISTER of April 8, 1944. Loss, if any, payable to the person entitled thereto, or order.

Insured for and valued at the agreed valuation of the Vessel stated in the Charter Party referred to above, or if no such valuation has been agreed in said Charter Party, then in an amount equivalent to that which the person entitled thereto would be entitled to as just compensation under the laws and Constitution of the United States for the loss of the Vessel. If the amount of just compensation arrived at pursuant to the provisions of said Charter Party is unsatisfactory to the person entitled thereto, such person shall be paid 75 per centum of the amount so arrived at and shall be entitled to sue the United States under this binder for such further sum as added to said 75 per centum will make up such amount as will be just compensation.

At and from the time of delivery of the Vessel herein described under said Charter No. WSA _____ to the day and hour of re-

delivery of the Vessel under, or to the termination of, the Charter referred to above, whichever shall first occur.

In witness whereof, the War Shipping Administration has caused this Binder to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Administrator.

Countersigned at Washington, D. C. this _____ day of _____, 19____.

Director of Wartime Insurance.

(E.O. 9054, 7 F.R. 837)

[SEAL]

E. S. LAND,
Administrator.

APRIL 7, 1944.

[F. R. Doc. 44-4980; Filed, April 7, 1944;
11:28 a. m.]

PART 302—CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERE TO

[G. O. 37]

VALUES AND RATES OF CHARTER HIRE

SUBPART I—FINDINGS AND SCOPE OF ORDER

Sec.

- 302.101 Findings.
302.102 Scope of order.

SUBPART II—DRY CARGO VESSELS

- 302.103 Vessels built during or after 1935.
302.104 Vessels built during the period 1914-1934.

SUBPART III—TANKERS

- 302.105 Vessels built during or after 1935.
302.106 Vessels built during the period 1914-1934.

SUBPART IV—COLLIERS

- 302.107 Values and rates.

SUBPART V—GENERAL PROVISIONS

- 302.108 Adjustments for speed, equipment, up-keep and other considerations.
302.109 Definitions.
302.110 Operation of provisions of this order.
302.111 Vessels subject to section 902 (b) of the Merchant Marine Act, 1936.
302.112 The Administrator may modify this order.
302.113 Effective date and supersession of previous orders.

AUTHORITY: §§ 302.101 to 302.113, inclusive, issued under E.O. 9054, 7 F.R. 837.

SUBPART I—FINDINGS AND SCOPE OF ORDER

§ 302.101 *Findings.* Pursuant to section 902 of the Merchant Marine Act, 1936, as amended, the Administrator finds (a) that the values and rates of charter hire provided in this order constitute just compensation for the taking or use of the property to which they apply, and are without enhancement by reason of the causes necessitating the taking or use, within the meaning of section 902 (a) of said act, and (b) that said values and rates conform with the standards, rules and formulae of general application established by the Advisory Board on Just Compensation (Executive Order No. 9387, October 15, 1943, 8 F.R. 14105) in its report of December 7, 1943.

§ 302.102 *Scope of order.*—(a) *Vessels included.* This General Order 37

(§§ 302.101 through 302.113) establishes values with respect to risks insured or assumed by the War Shipping Administration and rates of charter hire, for self-propelled ocean-going iron and steel vessels (other than vessels excluded pursuant to paragraph (b) of this section) requisitioned for use pursuant to the provisions of Section 902 of the Merchant Marine Act, 1936, as amended, and chartered under the requisition bareboat charter for dry cargo and tank vessels (WARSHIPDEMISE (Rev.), General Order 13, Supp. 1, § 302.61), the uniform time charter for requisitioned and other dry cargo vessels (WARSHIPTIME (Rev.), General Order 11, Supp. 3, § 302.50), or the amended time charter for tank vessels ("WARSHIPOLLTIME (Rev.), General Order 11, Supp. 4, § 302.55), as published in this issue of the FEDERAL REGISTER. The values and rates herein provided shall also apply to such charter parties entered into between vessel owners and any other agency or department of the United States when such charters provide that the rates or conditions specified therein are subject to adjustment or alteration in accordance with orders, directions, rules, or regulations of the United States Maritime Commission or the War Shipping Administration. The extent of the application of the values and rates provided in this order to vessels for which a warrant has been issued pursuant to Public Law No. 173, 77th Congress, approved July 14, 1941 (c. 297, 55 Stat. 591), will be covered by a separate order.

(b) *Vessels excluded.* The values and rates of charter hire established in this Order do not apply to passenger vessels, lumber schooners, car ferries, seatrains, cable ships, ore carriers, bulk cement carriers, vessels normally operated on the Great Lakes and inland water ways, fully refrigerated vessels, specially ventilated vessels, vessels of 1000 gross tons or under, vessels having speeds of less than 8 knots, vessels built prior to 1914, or any other vessel or class of vessels as to which the Administrator finds that this order would not be appropriate. Values and rates of charter hire for vessels exempted from the provisions of this Order shall be specially determined by the Administrator.

SUBPART II—DRY CARGO VESSELS

§ 302.103 *Vessels built during or after 1935.* With respect to a dry cargo vessel built during or after 1935, the value shall be determined in accordance with the provisions of paragraph (a) of this section, and the rate of hire shall be determined in accordance with the provisions of paragraph (b) or (c) of this section, subject to the adjustments provided in § 302.108 of this order.

(a) *Value.* The value shall be determined in accordance with the provisions of subparagraph (1) or (2) of this paragraph.

(1) *Vessels subject of section 902 (b) of the Merchant Marine Act, 1936.* The value of a vessel subject to section 902 (b) of the Merchant Marine Act, 1936, as amended, shall be determined as of the date of loss pursuant to the provisions of section 902 of the Merchant Marine Act, 1936, as amended.

(2) *Other vessels.* The value of a vessel not subject to section 902 (b) of the Merchant Marine Act, 1936, as amended, shall be:

(i) *With respect to a vessel built prior to January 1, 1942,* the reproduction cost of the vessel as determined by the Administrator, depreciated for the full life of the vessel to the effective date of the Administrator's determination, less a deduction annually thereafter representing depreciation computed at the rate of 5% per annum of such cost. The value so determined shall exclude any portion of such cost which the Administrator may find to constitute enhancement due to the causes necessitating the vessel's taking or use.

(ii) *With respect to a vessel built on or after January 1, 1942,* the construction cost of the vessel as determined by the Administrator as of the date of construction, depreciated for the full life of the vessel to the effective date of the Administrator's determination, less a deduction annually thereafter representing depreciation computed at the rate of 5% per annum of such cost.

(b) *Rate of bareboat charter hire.* The rate of bareboat charter hire shall be determined in accordance with the provisions of subparagraph (1) or (2) of this paragraph.

(1) *Vessels subject to section 902 (b) of the Merchant Marine Act, 1936.* The monthly rate of bareboat charter hire for a vessel subject to section 902 (b) of the Merchant Marine Act, 1936, as amended, shall be:

Year built	14.5 knots or less	Rate per deadweight ton per month for vessels having designed speeds of—	
		14.6-15 knots (both inclusive)	16 knots or over
1939	\$1.20	\$1.40	\$1.55
1940	1.40	1.50	1.65
1941	1.50	1.60	1.75
1942	1.60	1.70	1.85
1943	1.70	1.80	1.95
1944	1.80	1.90	2.05

(2) *Other vessels.* The monthly rate of bareboat charter hire for a vessel not subject to section 902 (b) of the Merchant Marine Act, 1936, as amended, shall be one-twelfth of the sum of (i) an amount equal to 10% of the value as determined in accordance with the provisions of paragraph (a) of this section, plus (ii) an amount equal to 5% of said value to cover depreciation.

(c) *Rate of time charter hire.* The monthly rate of time charter hire shall consist of the sum of the compensation payable for the use of the vessel (herein referred to as the "use rate"), plus the compensation payable for the services required of the owner under the charter (herein referred to as the "service rate").

(1) *Use rate.* The use rate shall be the rate of bareboat charter hire as determined for the vessel in accordance with the provisions of paragraph (b) of this section.

(2) *Service rate.* The service rate per deadweight ton per month shall be:

Tonnage	Rate per deadweight ton per month	But the aggregate monthly hire shall not exceed
14,500-14,999	\$1.425	\$21,000.00
14,000-14,499	1.45	20,653.00
13,500-13,999	1.475	20,300.00
13,000-13,499	1.50	19,912.00
12,500-12,999	1.55	19,500.00
12,000-12,499	1.60	19,375.00
11,500-11,999	1.65	19,200.00
11,000-11,499	1.70	18,975.00
10,500-10,999	1.75	18,700.00
10,000-10,499	1.80	18,375.00
9,500-9,999	1.85	18,000.00
9,000-9,499	1.925	17,575.00
8,500-8,999	2.00	17,325.00
8,000-8,499	2.10	17,000.00
7,500-7,999	2.20	16,800.00
7,000-7,499	2.30	16,600.00

The service rate includes an allowance, which the Administrator has determined to be fair and reasonable, for administrative and general expenses not otherwise compensated for. This allowance is equivalent to the compensation of \$65.00 per day per vessel paid to General Agents under General Order 34, and shall be taken into account for the purposes of applying the provisions of §§ 306.96 and 306.97 of General Order 34.

§ 302.104 *Vessels built during the period 1914-1934.* With respect to a dry cargo vessel built during the period 1914-1934 (both inclusive), the value shall be determined in accordance with the provisions of paragraph (a) of this section and the rates of hire shall be determined in accordance with the provisions of paragraph (b) or (c) of this section, subject to the adjustments provided in § 302.108 of this order.

(a) *Value.* The basic value as of the effective date of this order shall be \$56.25 per deadweight ton. This value shall be reduced at noon E. W. T., April 20, 1945, and annually thereafter, by the sum of \$9.375 per deadweight ton.

(b) *Rate of bareboat charter hire.* The basic rate of bareboat charter hire shall be \$1.25 per deadweight ton per month. In cases where a vessel is, or was, delivered in a "where is, as is" condition the basic rate of bareboat charter hire shall not exceed \$1.00 per deadweight ton per month, unless otherwise specifically agreed.

(c) *Rate of time charter hire.* The monthly rate of time charter hire shall consist of the sum of the compensation payable for the use of the vessel (herein referred to as the "use rate"), plus the compensation payable for the services required of the owner under the charter (herein referred to as the "service rate").

(1) *Use rate.* The use rate shall be the rate of bareboat charter hire as determined for the vessel in accordance with the provisions of paragraph (b) of this section.

(2) *Service rate.* The service rate per deadweight ton per month shall be:

Tonnage	Rate per deadweight ton per month	But the aggregate monthly hire shall not exceed
14,500-14,999	\$1.425	\$21,000.00
14,000-14,499	1.45	20,653.00
13,500-13,999	1.475	20,300.00
13,000-13,499	1.50	19,912.00
12,500-12,999	1.55	19,500.00
12,000-12,499	1.60	19,375.00
11,500-11,999	1.65	19,200.00
11,000-11,499	1.70	18,975.00
10,500-10,999	1.75	18,700.00
10,000-10,499	1.825	18,575.00
9,500-9,999	1.90	18,250.00
9,000-9,499	2.00	18,050.00
8,500-8,999	2.10	18,000.00
8,000-8,499	2.20	17,850.00
7,500-7,999	2.30	17,600.00
7,000-7,499	2.40	17,250.00
6,500-6,999	2.50	16,800.00
6,000-6,499	2.65	16,250.00
5,500-5,999	2.85	15,900.00
5,000-5,499	3.05	15,675.00
4,500-4,999	3.25	15,250.00
4,000-4,499	3.45	14,625.00
3,500-3,999	3.65	13,800.00
3,000-3,499	3.80	12,775.00
2,939 and under	Subject to special determination.	

The service rate includes an allowance, which the Administrator has determined to be fair and reasonable, for administrative and general expenses not otherwise compensated for. This allowance is equivalent to the compensation of \$65.00 per day per vessel paid to General Agents under General Order 34 and shall be taken into account for the purposes of applying the provisions of §§ 306.96 and 306.97 of General Order 34.

SUBPART III—TANKERS

§ 302.105 *Vessels built during or after 1935.* With respect to a tank vessel built during or after 1935, the value shall be determined in accordance with the provisions of paragraph (a) of this section, and the rates of hire shall be determined in accordance with the provisions of paragraph (b) or (c) of this section, subject to the applicable adjustments provided in § 302.108 of this order. (If any tank vessel is built pursuant to Title V of the Merchant Marine Act, 1936, as amended, the value of such vessel shall be determined specially by the Administrator.)

(a) *Value.* The value shall be:

(1) *With respect to a vessel built prior to January 1, 1942,* the reproduction cost of the vessel as determined by the Administrator, depreciated for the full life of the vessel to the effective date of the Administrator's determination, less a deduction annually thereafter representing depreciation computed at the rate of 5% per annum of such cost. The value so determined shall exclude any portion of such cost which the Administrator may find to constitute enhancement due to the causes necessitating the vessel's taking or use.

(2) *With respect to a vessel built on or after January 1, 1942,* the construction cost of the vessel as determined by the Administrator as of the date of construction depreciated for the full life of the vessel to the effective date of the Administrator's determination, less a deduction annually thereafter representing

depreciation computed at the rate of 5% per annum of such cost.

(b) *Rate of bareboat charter hire.* The monthly rate of bareboat charter hire for a tank vessel of 15,999 deadweight tons or less and having a designed speed of 12.5-14.4 knots (both inclusive) shall be:

Year built:	Rate per deadweight ton per month
1935.....	\$1.475
1936.....	1.55
1937.....	1.625
1938.....	1.70
1939.....	1.775
1940.....	1.85
1941.....	1.925
1942.....	2.00
1943.....	2.12
1944.....	2.23

For designed speeds below 12.5 knots there shall be deducted from the foregoing rates 10¢ per deadweight ton per month.

For designed speeds of 14.5-15.9 knots there shall be added to the foregoing rates 5¢ per deadweight ton per month.

For designed speeds of 16 knots and over there shall be added to the foregoing rates 10¢ per deadweight ton per month.

In the case of a tank vessel with a deadweight capacity exceeding 15,999 tons, the bareboat hire shall be 90% of the foregoing rates that are otherwise applicable, *Provided, however*, That in no event shall the aggregate monthly charter hire payable be less than the amount payable for a tank vessel of 15,999 tons.

(c) *Rate of time charter hire.* The monthly rate of time charter hire shall consist of the sum of the compensation payable for the use of the vessel (herein referred to as the "use rate"), plus the compensation payable for the services required of the owner under the charter (herein referred to as the "service rate").

(1) *Use rate.* The use rate shall be the rate of bareboat charter hire as determined for the vessel in accordance with the provisions of paragraph (b) of this section.

(2) *Service rate.* The service rate per deadweight ton per month shall be:

Tonnage	Rate per deadweight ton per month	But the aggregate monthly hire shall not exceed
17,500 and over.....	\$1.325	\$23,400.00
17,000-17,499.....	1.35	23,187.00
16,500-16,999.....	1.375	22,950.00
16,000-16,499.....	1.40	22,687.00
15,500-15,999.....	1.425	22,400.00
15,000-15,499.....	1.45	22,087.00
14,500-14,999.....	1.475	21,750.00
14,000-14,499.....	1.50	21,387.00
13,500-13,999.....	1.525	21,000.00
13,000-13,499.....	1.55	20,587.00
12,500-12,999.....	1.575	20,150.00
12,000-12,499.....	1.60	19,687.00
11,500-11,999.....	1.625	19,200.00
11,000-11,499.....	1.65	18,687.00
10,500-10,999.....	1.675	18,150.00
10,000-10,499.....	1.70	17,587.00
9,500-9,999.....	1.75	17,000.00
9,000-9,499.....	1.80	16,425.00
8,500-8,999.....	1.85	16,200.00
8,000-8,499.....	1.95	15,725.00
7,500-7,999.....	2.05	15,600.00
7,000-7,499.....	2.15	15,375.00
6,999 and under.....	Subject to special determination.	

The service rate includes an allowance, which the Administrator has determined to be fair and reasonable, for administrative and general expenses not otherwise compensated for. This allowance is equivalent to the compensation of \$65.00 per day per vessel paid to General Agents under General Order 34, and shall be taken into account for the purposes of applying the provisions of §§ 306.96 and 306.97 of General Order 34.

§ 302.106 *Vessels built during the period 1914-1934.* With respect to a tank vessel built during the period 1914-1934 (both inclusive), the value shall be determined in accordance with the provisions of paragraph (a) of this section, and the rates of hire shall be determined in accordance with the provisions of paragraph (b) or (c) of this section, subject to the applicable adjustments provided in § 302.108 of this order.

(a) *Value.* The basic value as of the effective date of this order shall be \$56.25 per deadweight ton. This value shall be reduced at noon E. W. T., April 20, 1945, and annually thereafter, by the sum of \$9.375 per deadweight ton. With respect to tank vessels built in the United States during the period 1929-1934 (both inclusive), the appropriate amount shown in the following table shall be added to the basic value provided in this paragraph.

Year built:	Additional value per deadweight ton
1929.....	\$7.75
1930.....	16.75
1931.....	25.75
1932.....	34.75
1933.....	43.75
1934.....	52.75

(b) *Rate of bareboat charter hire.* The basic rate of bareboat charter hire shall be \$1.15 per deadweight ton per month. With respect to tank vessels built in the United States during the period 1929-1934 (both inclusive), the appropriate amount shown in the following table shall be added to the basic rate of bareboat charter provided in this paragraph:

Year built:	Additional hire per deadweight ton per month
1929.....	\$0.03
1930.....	.06
1931.....	.09
1932.....	.12
1933.....	.15
1934.....	.18

In cases where a vessel is, or was, delivered in a "where is, as is" condition the basic rate of bareboat charter hire shall not exceed \$1.00 per deadweight ton per month, unless otherwise specifically agreed.

(c) *Rate of time charter hire.* The monthly rate of time charter hire shall consist of the sum of the compensation payable for the use of the vessel (herein referred to as the "use rate"), plus the compensation payable for the services required of the owner under the charter (herein referred to as the "service rate").

(1) *Use rate.* The use rate shall be the rate of bareboat charter hire as determined for the vessel in accordance with the provisions of paragraph (b) of this section.

(2) *Service rate.* The service rate per deadweight ton per month shall be:

Tonnage	Rate per deadweight ton per month	But the aggregate monthly hire shall not exceed
17,500 and over.....	\$1.45	\$25,650.00
17,000-17,499.....	1.475	25,375.00
16,500-16,999.....	1.50	25,075.00
16,000-16,499.....	1.525	24,750.00
15,500-15,999.....	1.55	24,400.00
15,000-15,499.....	1.575	24,025.00
14,500-14,999.....	1.60	23,625.00
14,000-14,499.....	1.625	23,200.00
13,500-13,999.....	1.65	22,750.00
13,000-13,499.....	1.675	22,275.00
12,500-12,999.....	1.70	21,775.00
12,000-12,499.....	1.725	21,250.00
11,500-11,999.....	1.75	20,700.00
11,000-11,499.....	1.775	20,125.00
10,500-10,999.....	1.825	19,525.00
10,000-10,499.....	1.85	19,100.00
9,500-9,999.....	1.90	18,600.00
9,000-9,499.....	1.95	18,050.00
8,500-8,999.....	2.00	17,550.00
8,000-8,499.....	2.10	17,000.00
7,500-7,999.....	2.20	16,400.00
7,000-7,499.....	2.30	15,800.00
6,500-6,999.....	2.40	15,100.00
6,000-6,499.....	2.55	14,400.00
5,500-5,999.....	2.75	13,600.00
5,000-5,499.....	2.95	12,750.00
4,500-4,999.....	3.15	11,850.00
4,000-4,499.....	3.35	10,900.00
3,500-3,999.....	3.55	9,900.00
3,000-3,499.....	3.80	8,925.00
2,999 and under.....	Subject to special determination.	

The service rate includes an allowance, which the Administration has determined to be fair and reasonable, for administrative and general expenses not otherwise compensated for. This allowance is equivalent to the compensation of \$65.00 per day per vessel paid to General Agents under General Order 34, and shall be taken into account for the purposes of applying the provisions of §§ 306.96 and 306.97 of General Order 34.

SUBPART IV—COLLIERS

§ 302.107 *Values and rates.* With respect to a collier built during the period 1914-1928 (both inclusive) the values shall be determined in accordance with the provisions of paragraph (a) of this section, and the rates of hire shall be determined in accordance with the provisions of paragraph (b) or (c) of this section, subject to the adjustments provided in § 302.108 of this order. With respect to a collier built after 1928, the value and rate of hire shall be determined specially by the Administrator.

(a) *Value.* Where a value was specially determined and tendered by the Administrator during the calendar year 1942 in connection with a previous requisitioning, then, unless otherwise determined by the Administrator, the value as of April 20, 1944 shall be arrived at by deducting from said value as earlier determined an amount equal to 25% of such value for depreciation. Thereafter the value shall be depreciated annually by an amount equal to 12½% of the said value as earlier determined. In all other cases the value shall be specially determined by the Administrator.

(b) *Rate of bareboat charter hire.* The basic rate of bareboat charter hire shall be \$1.00 per deadweight ton per

month. In cases where a vessel is, or was, delivered in a "where is, as is" condition the basic rate of bareboat charter hire shall not exceed \$0.75 per deadweight ton per month, unless otherwise specifically agreed.

(c) *Rate of time charter hire.* The monthly rate of time charter hire shall consist of the sum of the compensation payable for the use of the vessel (herein referred to as the "use rate"), plus the compensation payable for the services required of the owner under the charter (herein referred to as the "service rate").

(1) *Use rate.* The use rate shall be the rate of bareboat charter hire as determined for vessel in accordance with provisions of paragraph (b) of this section.

(2) *Service rate.* The service rate per deadweight ton per month shall be:

Tonnage	Rate per deadweight ton per month	But the aggregate monthly hire shall not exceed
14,500-14,999	\$1.425	\$21,000.00
14,000-14,499	1.45	20,663.00
9,000-9,499	2.00	18,050.00
8,500-8,999	2.10	18,000.00
8,000-8,499	2.20	17,850.00
7,500-7,999	2.30	17,600.00
7,000-7,499	2.40	17,250.00
6,500-6,999	2.50	16,800.00
6,000-6,499	2.65	16,250.00
5,500-5,999	2.85	15,900.00
5,000-5,499	3.05	15,675.00
4,500-4,999	3.25	15,250.00
4,000-4,499	3.45	14,625.00

The service rate includes an allowance, which the Administrator has determined to be fair and reasonable, for administrative and general expenses not otherwise compensated for. This allowance is equivalent to the compensation of \$65.00 per day per vessel paid to General Agents under General Order 34, and shall be taken into account for the purposes of applying the provisions of §§ 306.96 and 306.97 of General Order 34.

SUBPART V—GENERAL PROVISIONS

§ 302.108 *Adjustments for speed, equipment, upkeep, and other considerations.* The values and rates of bareboat and time charter hire provided in Subparts II, III and IV of this Order shall be adjusted for individual vessels with respect to speed, equipment, upkeep, and other considerations to the extent provided in paragraphs (a) through (f) of this section.

(a) *Speed.* With respect to vessels built during the period 1914-1934 (both inclusive), the values and the rates of bareboat and time charter hire shall be subject to the adjustments provided in subparagraphs (1) or (2) of this paragraph.

(1) *Allowances for speeds of 11 knots or over.* With respect to vessels having a speed of 11 knots or over there shall be added to the basic values provided in §§ 302.104 (a) and 302.106 (a), and to the rates of hire provided in §§ 302.104 (b) and 302.106 (b), the following amounts: (Since the bareboat rate is a component part of the time charter rate, the allowance will be reflected in the time charter rate.)

Speed		Additional value per deadweight ton	Additional hire per deadweight ton per month
Equal to or in excess of—	But under—		
11 knots	12 knots	\$2.25	\$0.03
12 knots	13 knots	3.00	.05
13 knots	14 knots	8.25	.10
14 knots	15 knots	12.00	.15
15 knots	16 knots	16.00	.20

(2) *Deductions for speeds of less than 9 knots.* With respect to a vessel having a speed equal to or in excess of 8 knots but under 9 knots, \$5.00 per deadweight ton shall be deducted from the basic values provided in § 302.104 (a) and 302.106 (a), and \$0.06 per deadweight ton per month shall be deducted from the rates of bareboat charter hire provided in §§ 302.104 (b) and 302.106 (b). (Since the bareboat rate is a component part of the time charter rate, the deduction will be reflected in the time charter rate.)

(b) *Refrigeration.* Subject to the provisions of paragraph (e) of this section, allowances for refrigerated space shall be made in the values and rates in accordance with subparagraphs (1) and (2) of this paragraph.

(1) *Allowances based on net average cubic capacity.* The net cubic capacity of each separately insulated refrigerated compartment of the vessel, exclusive of any refrigerated space ordinarily required for vessel's stores, shall be computed, and the average cubic capacity of all such compartments shall then be ascertained.

The number of net cubic feet of the sum of all the refrigerated compartments of the vessel, exclusive of the refrigerated space ordinarily required for the vessel's stores, shall then be multiplied by the amount shown opposite the range that includes the average capacity of the vessel's refrigerated compartments, in columns (A) or (B) in the table shown below, and the result shall be the amount to be added to the value or rate, as the case may be.

Column (A) shows the amount to be multiplied when determining the allowance to be added to the basic value provided in § 302.104 (a).

Column (B) shows the amount to be multiplied when determining the allowance to be added to the basic rates of bareboat charter hire provided in §§ 302.103 (b) (1) and 302.104 (b).

If average capacity of all compartments is—	Then multiply the total net capacity of all compartments by—	
	(A)	(B)
4,999 cubic feet and under	\$2.25	\$0.04
5,000-9,999 cubic feet	2.15	.035
10,000-19,999 cubic feet	1.90	.035
20,000-29,999 cubic feet	1.75	.03
30,000-39,999 cubic feet	1.60	.03
40,000-49,999 cubic feet	1.45	.025
50,000-79,999 cubic feet	1.35	.025
80,000 cubic feet and over	1.35	.025

(2) *Allowances based on the deadweight capacity.* If the sum of all the refrigerated compartments of the vessel, exclusive of the refrigerated space ordinarily required for the vessel's stores,

exceeds 5,000 cubic feet, there shall be added to the service rates provided in §§ 302.103 (c) and 302.104 (c), 5% of the applicable rate where said refrigerated capacity is between 5,000 and 9,999 cubic feet, and 10% of said rate where said refrigerated capacity is 10,000 cubic feet or over.

(c) *Penalty for a vessel of substandard condition.* For any marked deviation from the standard conditions required of vessels as provided in the charter forms mentioned in § 302.102 (a) of this order, penalties, in such amounts as the Administrator shall determine, shall be deducted from the values and rates of hire. This provision shall apply in all cases to a bareboat chartered vessel that is, or was, delivered in a "where is, as is" condition rather than in the standard condition required under said charter forms, unless otherwise specially agreed.

(d) *Special equipment.* For any special equipment of material utility in the handling of cargo or utilization of the vessel, not otherwise compensated for, if the depreciated reproduction cost less construction subsidy, if any, of such special equipment is in excess of \$50,000.00, there shall be added to the basic rate of bareboat charter hire and to the value an allowance in such amount as the Administrator shall determine.

(e) *Government installations.* The owner shall not be entitled to receive additional compensation for either use or value as provided by this Order for any special installations or equipment the cost of which was borne by the United States.

(f) *Adjustments for arming and degaussing, etc.* Time lost in partially or entirely arming, degaussing or demagnetizing any vessel at any time prior to delivery to the Government and not previously compensated for by the Government shall be compensated for under the charter tendered and executed on one of the forms mentioned in § 302.102 (a) of this order. Such compensation shall be computed on the basis of the applicable rate of bareboat charter hire established by this order plus the owner's fair and reasonable expenses as determined by the Comptroller, War Shipping Administration, after audit, and shall constitute additional charter hire earned upon delivery and acceptance of the vessel under such charter. Time lost shall be determined in accordance with regulations to be issued by the Administration. The compensation provided in this paragraph (f) of this section shall not apply where the arming, degaussing, or demagnetizing was done prior to the delivery of the vessel by the builder to the owner.

§ 302.109 *Definitions.*—(a) *Date vessel is built.* The date a vessel is built is the date upon which the vessel is delivered by the shipbuilder.

(b) *Deadweight tonnage.* The deadweight tonnage of a vessel shall be computed in the manner provided in the applicable charter.

(c) *Speed of vessel.* The speed of a vessel means the speed as stipulated by the Administrator, who may require the owners to file certificates of speed pur-

suant to Sections 302.44 to 302.48, inclusive, of General Order 10, Supp. 2.

(d) *Passenger vessel.* A passenger vessel is a vessel which was constructed or materially reconditioned prior to December 7, 1941, to accommodate at least fifty passengers.

(e) *Specially ventilated vessel.* A specially ventilated vessel is a vessel specially fitted with deck gratings, and hull battens or sheathing, and with heating equipment sufficient to maintain inside temperature of 50° when outside temperature is 20°.

§ 302.110 *Operation of provisions of this order.* No provision of this order shall apply so as to provide a higher value or more aggregate charter hire for a vessel coming within a given tonnage subdivision than the minimum value or minimum aggregate charter hire for a vessel substantially similar but coming within the next higher tonnage subdivision.

§ 302.111 *Vessels subject to section 902 (b) of the Merchant Marine Act, 1936.* Wherever a vessel is subject to section 902 (b) of the Merchant Marine Act, 1936, as amended, the provisions of section 802 of said Act shall apply and control in the determination of values with respect to risks insured or assumed by the War Shipping Administration, notwithstanding any contrary provisions of this order.

§ 302.112 *The Administrator may modify this order.* The Administrator reserves the right to exempt specific vessels from the scope of this General Order 37, or to amend, modify, or terminate said order, but no such action shall apply to any charter (mentioned in § 302.102 (a) of this order) tendered and executed prior to the date of any such action except where such action is in conformity with the provisions of the applicable charter.

§ 302.113 *Effective date and supersession of previous orders.* This General Order 37 shall become effective, (a) insofar as it provides rates of charter hire, as of the effective dates of the applicable charters executed on one of the forms mentioned in § 302.102 (a) of this order, and (b) insofar as it provides values, as of Noon E. W. T. April 20, 1944 and, as of such effective dates, General Orders 8, 9, and 10, and all supplements and amendments to such orders, shall be superseded insofar as values or rates are determined in accordance with the provisions of this order; *Provided, however,* That the values shall be applicable for the purpose of establishing insurance valuations under Form No. 1 and Form No. 3 attached to the notice of "Revised Program of Ship Requisition, Charter and Operation" dated November 24, 1943, and published in the FEDERAL REGISTER of November 27, 1943, from the earliest effective dates permissible in conformity with Paragraph Fourth of each such form, and the rates of bareboat charter hire described in this order shall be effective as of January 1, 1944, with respect to re-

determinations of the rates effected by said notice of November 24, 1943.

[SEAL]

E. S. LAND,
Administrator.

APRIL 7, 1944.

[F. R. Doc. 44-4979; Filed, Apr. 7, 1944;
11:27 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

[Administrative Order ODT 17, Amdt. 1]

PART 503—ADMINISTRATION

PROCEDURES AND DELEGATIONS OF AUTHORITY

Pursuant to § 502.210 of General Order ODT 16A (9 F.R. 2749), Appendix A of Administrative Order ODT 17 (9 F.R. 2751), is hereby amended by changing the names of the port areas shown opposite the States of Louisiana, Oregon, and Washington so as to read as follows:

* * * * *
Louisiana: Belle Chasse, Braithwaite, Lake Charles, and New Orleans.
* * * * *

Oregon: Astoria, Linnton, Locoda, and Portland.
* * * * *

Washington: Aberdeen, Anacortes, Bellingham, Everett, Kalama, Longview, Mukilteo, Olympia, Seattle, Tacoma, Tulalip, and Vancouver.
* * * * *

This Amendment 1 to Administrative Order ODT 17 shall become effective April 7, 1944.

(E.O. 8989, as amended, 6 F.R. 6725, 8 F.R. 14183; Gen. Order ODT 16A, 9 F.R. 2749)

Issued at Washington, D. C., this 7th day of April 1944.

HENRY F. MCCARTHY,
Director,

Division of Traffic Movement,
Office of Defense Transportation.

[F. R. Doc. 44-4958; Filed, April 7, 1943;
10:22 a. m.]

Notices

DEPARTMENT OF LABOR.

Wage and Hour Division.

[A. O. 333]

PUERTO RICO

ACCEPTANCE OF RESIGNATION FROM AND APPOINTMENT TO SPECIAL INDUSTRY COMMITTEE NO. 3

By virtue of and pursuant to the authority vested in me by the Fair Labor Standards Act of 1938, as amended, I, L. Metcalfe Walling, Administrator of the Wage and Hour Division, United States Department of Labor,

Do hereby accept the resignation of Mr. Ramon Ramos Casellas from Special

Industry Committee No. 3 for Puerto Rico and do appoint in his stead as representative for the employers on such Committee, Mr. John W. De Bruycker of San Juan, Puerto Rico.

Signed at Washington this 3d day of April 1944.

L. METCALFE WALLING,
Administrator.

[F. R. Doc. 44-4930; Filed, April 6, 1944;
2:59 p. m.]

CIVIL AERONAUTICS BOARD.

[Docket No. 1327]

ALL AMERICAN AVIATION, INC.

NOTICE OF HEARING

In the matter of the application of All American Aviation, Inc., for amendment of its certificate of public convenience and necessity to include Athens, Ohio, as an intermediate point on route No. 49.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001 of said Act, in the above-entitled proceeding, that hearing is assigned to be held on April 18, 1944, at 10 o'clock a. m., (eastern war time) in the foyer of the Auditorium, Commerce Building, 14th Street and Constitution Avenue, NW., Washington, D. C., before Examiner Albert F. Beitel.

Dated at Washington, D. C., April 4, 1944.

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44-4958; Filed, April 7, 1944;
10:43 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. G-533]

NORTHERN NATURAL GAS Co.

NOTICE OF APPLICATION

APRIL 6, 1944.

Notice is hereby given that on March 24, 1944, Northern Natural Gas Company (hereinafter referred to as "Applicant") filed with the Federal Power Commission an application seeking authority under section 7 of the Natural Gas Act, as amended, to construct and operate approximately 0.7 mile of 4½-inch pipe line extending in a northerly direction from a point on Applicant's 10-inch Ames lateral line to a measuring station to be constructed near the city limits of Boone, Iowa. The application also requests authority to construct and operate the aforesaid measuring station.

Applicant states that the proposed facilities will enable it to deliver increased volumes of natural gas to Iowa Electric Light and Power Company pursuant to an existing contract between the parties. Applicant further states that "the proposed construction will enable the Iowa Electric Light and Power Company to use natural gas as boiler fuel during the summer months and at such

other times as gas is available for delivery to this customer, thereby releasing approximately 40,000 tons of coal, and the transportation thereof, which would otherwise be required during such period."

Any person desiring to be heard or to make any protest with reference to this application should, on or before April 22, 1944, file with the Federal Power Commission a petition or protest in accordance with the rules of practice and regulations of the Commission.

LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-4952; Filed, April 7, 1944;
10:00 a. m.]

[Docket No. G-535]

NORTHERN NATURAL GAS CO.

NOTICE OF APPLICATION

APRIL 6, 1944.

Notice is hereby given that on March 29, 1944, Northern Natural Gas Company (hereinafter referred to as "applicant") filed with the Federal Power Commission an application seeking authority under section 7 of the Natural Gas Act, as amended, to construct and operate a 5200-horsepower natural gas compressor station to be located in Beaver County, Oklahoma, on applicant's 24-inch main transmission pipeline, and an additional 1000-horsepower unit in applicant's existing Skellytown compressor station in Carson County, Texas.

The applicant states that the proposed facilities are required to maintain its present system capacity by increasing its deliveries of gas from the Texas Panhandle field and thereby offsetting a reduction in its withdrawals of gas from the rapidly depleting Otis or Rush County, Kansas, gas field.

Any person desiring to be heard or to make any protest with reference to this application should, on or before April 22, 1944, file with the Federal Power Commission a petition or protest in accordance with the Rules of Practice and Regulations of the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-4953; Filed, April 7, 1944;
10:00 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 5062]

CHARLES W. WOLF, INC.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 4th day of April, A. D. 1944.

In the matter of Charles W. Wolf, Inc., a corporation.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Arthur F. Thomas, a trial examiner of this Commission, be

and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Wednesday, April 19, 1944, at ten o'clock in the forenoon of that day (eastern standard time), in Room 500, 45 Broadway, New York, New York.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-4957; Filed, Apr. 7, 1944;
11:15 a. m.]

[Docket No. 5077]

TIGER YARN CO., ET AL.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 4th day of April, A. D. 1944.

In the matter of Benjamin Goldman, individually and trading as Tiger Yarn Company, Minnette Yarn Company, Bengo Yarn Shop, and Goldman's Yarn Shop.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Arthur F. Thomas, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Tuesday, April 18, 1944, at ten o'clock in the forenoon of that day (eastern standard time), in Room 500, 45 Broadway, New York, New York.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-4963; Filed, April 7, 1944;
11:15 a. m.]

[Docket No. 5078]

HOUSE OF ROYALSUN

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in

the City of Washington, D. C., on the 4th day of April, A. D. 1944.

In the matter of Samuel R. Israel and Al Goldstein, copartners trading as House of Royalsun.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Arthur F. Thomas, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Tuesday, April 18, 1944, at two o'clock in the afternoon of that day (eastern standard time), in Room 500, 45 Broadway, New York, New York.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-4363; Filed, April 7, 1944;
11:16 a. m.]

[Docket No. 5116]

GEORGES RIVER WOOLEN MILLS

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 5th day of April, A. D. 1944.

In the matter of the Georges River Woollen Mills, a corporation.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Arthur F. Thomas, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Monday, April 24, 1944, at ten o'clock in the forenoon of that day (eastern standard time), in Room 106, United States Court House, Portland, Maine.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-4970; Filed, April 7, 1944;
11:16 a. m.]

INTERSTATE COMMERCE COMMISSION.

[S.O. 70-A, Special Permit 155]

RECONSIGNMENT OF POTATOES AT DETROIT, MICH.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Detroit, Michigan, March 29 or 30, 1944, by E. H. Anderson Company of car NRC 19830, potatoes, now on the Canadian Pacific Railroad, to Stokely Brothers, Indianapolis, Indiana.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 29th day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4911; Filed, April 6, 1944;
11:53 a. m.]

[S. O. 70-A, Special Permit 156]

RECONSIGNMENT OF LETTUCE AT ATLANTA, GA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Atlanta, Georgia, March 30 or 31, 1944, by Fain Company, of car PFE 42073, lettuce, now on the N. C. & St. L. Railroad to Jacksonville, Florida.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by

filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 30th day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4912; Filed, April 6, 1944;
11:53 a. m.]

[S.O. 70-A, Special Permit 157]

RECONSIGNMENT OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, March 30 or 31, 1944, by F. E. Baldwin Company of car FGE 51642, potatoes, now on the Wood Street Terminal to Denunzio Fruit Company, Louisville, Kentucky.

The waybill shall show reference to this special permit.

A copy of his special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 30th day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4913; Filed April 6, 1944;
11:53 a. m.]

[S. O. 70-A, Special Permit 158]

RECONSIGNMENT OF CELERY AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, March 30 or 31, 1944, by Gridly Maxon Company of car URT 90702, celery, now on the Chicago Produce Terminal, to Ben Post, Milwaukee, Wisconsin.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 30th day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4914; Filed, April 6, 1944;
11:53 a. m.]

[S. O. 70-A, Special Permit 159]

RECONSIGNMENT OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, March 30 or 31, 1944, by S. Friedman Sons, of car PFE 28942, potatoes, now on the Wood Street Terminal, to R. H. Oswald, Evansville, Indiana.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 30th day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4915; Filed, April 6, 1944;
11:53 a. m.]

[S.O. 70-A, Special Permit 160]

RECONSIGNMENT OF POTATOES AT TOLEDO, OHIO

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common

carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Toledo, Ohio, March 30 or 31, 1944, by Edw. H. Anderson Company of car ART 21250, potatoes, now on the Michigan Central Railroad to Miami, Florida.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 30th day of March 1944:

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4916; Filed, April 6, 1944;
11:53 a. m.]

[S. O. 70-A, Special Permit 161]

RECONSIGNMENT OF POTATOES AT HOLLAND, MICH.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Holland, Michigan, March 30 or 31, 1944, by Edw. H. Anderson Company of cars FGE 52615, 52301, 32533, potatoes, now on the Pere Marquette Railway to Indianapolis, Indiana.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 30th day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4917; Filed, April 6, 1944;
11:53 a. m.]

[S. O. 70-A, Special Permit 162]

RECONSIGNMENT OF LETTUCE AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Serv-

ice Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, March 31, 1944, by Dunn Jarcon Company of car PFE 29359, lettuce, now on the C.B. & Q. Railroad, to Detroit, Michigan.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 31st day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4918; Filed, April 6, 1944;
11:53 a. m.]

[S. O. 70-A, Special Permit 163]

RECONSIGNMENT OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, March 31 or April 1, 1944, by E. H. Anderson Company of cars WFE 63500 and ART 19117, potatoes, now on the Pere Marquette Railway at 13th Street, to Morgansfield, Kentucky.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 31st day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4919; Filed, April 6, 1944;
11:53 a. m.]

[S. O. 70-A, Special Permit 164]

RECONSIGNMENT OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering

paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, April 1 or 2, 1944, by F. E. Baldwin Company of car MDT 19563, potatoes, now on the Wood Street Terminal, to J. C. Grob, Seymour, Indiana. (Ill.)

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 1st day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4920; Filed, April 6, 1944;
11:53 a. m.]

[S. O. 70-A, Special Permit 165]

RECONSIGNMENT OF POTATOES AT BUFFALO, N. Y.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Buffalo, New York, April 1 or 2, 1944, by Edw. H. Anderson Company of cars WFE 67230, PFE 51739, and MDT 146363, potatoes, now on the New York Central Railroad, to Fremont, Ohio. (N. Y. C.)

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 1st day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4921; Filed, April 6, 1944;
11:54 a. m.]

[S. O. 70-A, Special Permit 166]

RECONSIGNMENT OF POTATOES AT
ST. LOUIS, MO.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at St. Louis, Missouri, April 1 or 2, 1944, by Edw. H. Anderson Company, of car FGE 45611, potatoes, now on the Wash Railroad, to Nashville, Tennessee.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 1st day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4922; Filed, April 6, 1944;
11:54 a. m.]

[S. O. 70-A, Special Permit 167]

RECONSIGNMENT OF LETTUCE AT CHICAGO,
ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, April 1 or 2, 1944, by Schuman Company of car PFE 44305, lettuce, now on the Chicago Produce Terminal to G & B Fruit Company, Rockford, Illinois. (C. & N. W.)

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 1st day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4923; Filed, April 6, 1944;
11:54 a. m.]

[S. O. 70-A, Special Permit 168]

RECONSIGNMENT OF POTATOES AT CHICAGO,
ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, April 3 or 4, 1944, by Peter N. Skallerup, of car FGE 32243, potatoes, now on the Wood Street Terminal, to Springfield, Illinois.

The way bill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4924; Filed, April 6, 1944;
11:54 a. m.]

RECONSIGNMENT OF BROCCOLI AT CHICAGO,
ILL.

[S.O. 70-A, Special Permit 169]

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, March 31, 1944, by Santa Clara Valley Fruit and Produce Company of car PFE 32374, broccoli, on the Chicago and North Western Railway Company to Boston, Massachusetts.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 31st day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4925; Filed, April 6, 1944;
11:54 a. m.]

[S. O. 70-A, Special Permit 170]

RECONSIGNMENT OF APPLES AT
CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, April 3 or 4, 1944, by Simon Siegel Company, of the following named cars of apples, now on the Chicago Produce Terminal as follows:

PFE 74818 to Decatur, Illinois.

MDT 17567 to Decatur, Illinois.

PFE 17616 to Springfield, Illinois.

NRC 10450 to Springfield, Illinois.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4926; Filed, April 6, 1944;
11:54 a. m.]

[S. O. 70-A, Special Permit 171]

RECONSIGNMENT OF POTATOES AT GRAND
RAPIDS, MICH.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Grand Rapids, Michigan, April 3 or 4, 1944, by Edw. H. Anderson Company of car URT 50171, potatoes, now on the Pennsylvania Railroad, to Chicago, Illinois.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4927; Filed, April 6, 1944;
11:54 a. m.]

[S. O. 70-A, Special Permit 172]

RECONSIGNMENT OF CELERY AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, April 4 or 5, 1944, by William S. Wright, Chula Vista, California, of car BREX 75122, celery, now on the C. R. I. & P. R. R., to unknown destination.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4928; Filed, April 6, 1944;
11:54 a. m.]

[S. O. 103, Special Permit]

MOVEMENT OF CANADIAN MALTING BARLEY FROM DULUTH, MINN.

Pursuant to the authority vested in me by paragraph (b) of the first ordering paragraph (§ 95.4, 8 F.R. 572) of Service Order No. 103 of January 12, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 103 insofar as it applies to the acceptance and movement by railroad of 8,000 bushels of Canadian malting barley shipped by the Russell-Miller Milling Company, Duluth, Minnesota, to destination in Mexico, provided shipper will advise car numbers and dates of shipment of each car.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 31st day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4903; Filed, April 6, 1944;
11:55 a. m.]

[S. O. 178, Special Permit 100]

LOADING OF CHEESE AND SPREAD AT FREEPORT, ILL.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.328, 9 F.R. 542) of Service Order No. 178 of January 11, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 178 insofar as it applies to the loading of three refrigerator cars, with cheese in packages and glass and spread in glass by Kraft Cheese Company at Freeport, Illinois, and the movement of the three cars so loaded from that point March 30 or 31, 1944, to Pittsburgh, Pennsylvania, Cincinnati, Ohio, and Cleveland, Ohio (C. M. St. P. & P.).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 30th day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4905; Filed, April 6, 1944;
11:55 a. m.]

[S. O. 178, Special Permit 101]

LOADING OF CHEESE AND SPREAD AT FREEPORT, ILL.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.328, 9 F.R. 542) of Service Order No. 178 of January 11, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 178 insofar as it applies to the loading of one refrigerator car with cheese in glass and packages and spread in glass by Kraft Cheese Company at Freeport, Illinois, and the movement of the one car so loaded from that point March 31, 1944, to Charleston, W. Va. (C. M. St. P. & P.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 31st day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4906; Filed, April 6, 1944;
11:55 a. m.]

[S. O. 178, Special Permit 102]

LOADING OF SHORTENING AT MEMPHIS, TENN.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.328, 9 F.R. 542) of Service Order No. 178 of January 11, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 178 insofar as it applies to the loading of three refrigerator cars with shortening by The Humko Company at Memphis, Tennessee, and the movement of the three cars so loaded from that point April 3 or 4, 1944, one to Buffalo, New York, and two to Long Island City, New York (I. C.).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 31st day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4907; Filed, April 6, 1944;
11:55 a. m.]

[S. O. 178, Special Permit 103]

LOADING OF LARD AT OTTUMWA, IOWA

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.328, 9 F.R. 542) of Service Order No. 178 of January 11, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 178 insofar as it applies to the loading of one refrigerator car with lard in pound packages by Morrell Packing Company at Ottumwa, Iowa, and the movement of the one car so loaded from that point not later than April 5, 1944, to Houston, Texas, for export to Cuba (C. M. St. P. & P., Kansas City, M. K. T.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and

notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 31st day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4908; Filed, April 6, 1944;
11:55 a. m.]

[S. O. 178, Special Permit 104]

LOADING OF LARD AT KANSAS CITY,
KANS.-MO., AND OMAHA, NEBR.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.328, 9 F.R. 542) of Service Order No. 178 of January 11, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 178 insofar as it applies to the loading of seven refrigerator cars with lard, two at Kansas City, Kansas-Missouri, and five at Omaha, Nebraska, by Cudahy Packing Company, and the movement of the seven cars so loaded, under refrigeration, from those points April 6, 1944, to Galveston, Texas, for export to Cuba (Mo.Pac.-K.O.&G.-T.&P.-I.G.N.).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4909; Filed, April 6, 1944;
11:55 a. m.]

[S. O. 187, Special Permit 8]

TRANSPORTATION OF POTATOES AT BARNESVILLE, MINN.

Pursuant to the authority vested in me by paragraph (g) of the first ordering paragraph (§ 95.335, 9 F.R. 2949) of Service Order No. 187 of March 16, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 187 insofar as it applies to the acceptance for transportation and movement March 31, 1944, of car SFRD 36536 containing 125 sacks below grade Ohio variety potatoes in addition to above grade potatoes from Wilcox Company, Barnesville, Minnesota, to Elm Grove, Wisconsin (G. N.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 31st day of March 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4904; Filed, April 6, 1944;
11:55 a. m.]

[S. O. 70-A, Special Permit 173]

RECONSIGNMENT OF SEED POTATOES AT
CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, April 4 or 5, 1944, by Bacon Brothers, of car SFRD 20751, seed potatoes, now on the Wood Street Terminal, to Spring Valley, Illinois.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4959; Filed, April 7, 1944;
11:12 a. m.]

[S. O. 70-A, Special Permit 174]

RECONSIGNMENT OF CELERY AT CHICAGO,
ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, April 3, 4 or 5, 1944, by Julius Berman, of car

SFRD 33293, celery, now on the Chicago Produce Terminal, to Pittsburgh, Pennsylvania.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4960; Filed, April 7, 1944;
11:12 a. m.]

[S. O. 70-A, Special Permit 175]

RECONSIGNMENT OF LETTUCE AT
CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, April 4 or 5, 1944, by M. Lapidus Sons, of car PFE 94332, lettuce, now on the Burlington lines, to Will County Produce Company, Joliet, Illinois.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4961; Filed, April 7, 1944;
11:12 a. m.]

[S. O. 70-A, Special Permit 176]

RECONSIGNMENT OF POTATOES AT CLEVELAND, OHIO

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies

to the reconsignment at Cleveland, Ohio, April 4 or 5, 1944, by Edw. H. Anderson Company of car MDT 6101, potatoes, now on the N. Y. C. & St. L. Railroad, to Detroit, Michigan (D.T.&I.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4962; Filed, April 7, 1944;
11:12 a. m.]

[S. O. 70-A, Special Permit 177]

RECONSIGNMENT OF POTATOES AT CLEVELAND, OHIO

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Cleveland, Ohio, April 4 or 5, 1944, by Edw. H. Anderson Company of car MDT 6456, potatoes, now on the New York Central Railroad, to Detroit, Michigan (N. Y. C.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4963; Filed, April 7, 1944;
11:12 a. m.]

[S. O. 178, Special Permit 105]

LOADING OF CHEESE AT FREEPORT, ILL.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.328, 9 F.R. 542) of Service Order No. 178 of January 11, 1944, permission is granted for any com-

mon carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 178 insofar as it applies to the loading of two refrigerator cars with cheese in packages and glass and spread in glass by Kraft Cheese Company at Freeport, Illinois, and the movement of the two cars so loaded from that point April 5, 1944, to Pittsburgh, Pennsylvania, and to St. Louis, Missouri (C. M. St. P. & P.).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of April 1944.

HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 44-4964; Filed, April 7, 1944;
11:12 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 500A-79]

SACCARDO, P. A., ET AL.

In re: Copyrights.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 8995, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof [the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights] are nationals of one or more foreign countries;
2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania

and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or reversioning, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on March 10, 1944.

[SEAL]

LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. For. 13480.....	Sylloge fungorum omnium hucusque cognitorum... curante Alex. Trotter. Abellini, coheredum Saccardo, 1881-1931. vol. 25 (Supplementum universale, part 10), 1033p.	P. A. Saccardo of Italy (Nationality: Italian).	Ereldi Saccardo Naples, Italy (Nationality: Italian).	Author and Owner.

[F. R. Doc. 44-4865; Filed, April 6, 1944; 10:53 a. m.]

[Vesting Order 3320]

ANCIENS ETABLISSEMENTS BARBIER,
BENARD ET TURENNE

In re: Patents and interest of Anciens Etablissements Barbier, Benard & Turenne in an agreement with Scialytic Corporation of America.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That Anciens Etablissements Barbier, Benard & Turenne is a corporation organized under the laws of and having its principal place of business in France and is a national of a foreign country (France);

2. That the property described in subparagraph 3 hereof is property of Anciens Etablissements Barbier, Benard & Turenne;

3. That the property described as follows: Property identified in Exhibit A attached hereto and made a part hereof,

is property of, or is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, a national of a foreign country (France);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may

be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 14, 1944.

[SEAL]

LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

(a) All right, title and interest, including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof, in and to the following United States Letters Patent:

Patent Number, Date, Inventor, and Title
1,806,384; 5-9-31; Henri L. M. Benard; Shadowless lighting apparatus.
1,842,855; 1-26-32; Henri L. M. Benard; Episcopic projecting apparatus.

(b) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Anciens Etablissements Barbier, Benard & Turenne by virtue of an agreement dated March 1, 1933 (including all modifications thereof and supplements thereto, if any) by and between Anciens Etablissements Barbier, Benard & Turenne and Scialytic Corporation of America, relating, among other things, to patent No. 1,806,384, dated May 19, 1931, inventor Henri L. M. Benard, for Shadowless Lighting Apparatus.

[F. R. Doc. 44-4866; Filed, April 6, 1944; 10:53 a. m.]

[Vesting Order 3321]

FRIEDRICH DESSAUER AND WALDEMAR
PETERSEN

In re: Interests of Friedrich Dessauer and Waldemar Petersen in a patent and in agreements with Eduard Welter, Westinghouse Electric & Manufacturing Company and Westinghouse X-Ray Company.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That Friedrich Dessauer and Waldemar Petersen are residents of Germany and are nationals of a foreign country (Germany);

2. That the property described in subparagraph 3 hereof is property of Friedrich Dessauer and Waldemar Petersen;

3. That the property described as follows: Property identified in Exhibit A attached hereto and made a part hereof,

is property of, or is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, nationals of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 14, 1944.

[SEAL]

LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

(a) An undivided two-thirds (2/3) interest, which stands of record in the United States Patent Office in the names of Friedrich Dessauer and Waldemar Petersen, in and to the following patent:

Patent Number, Date of Issue, Inventor, and Title

1,732,715; 10-22-29; Friedrich Dessauer, Waldemar Petersen and Eduard Welter; Electromagnetic induction apparatus.

Including all accrued royalties and all damages and profits recoverable at law or in equity

from any person, firm, corporation or government for past infringement thereof to which the owners of such interest are entitled,

(b) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Friedrich Dessauer and Waldemar Petersen by virtue of an agreement dated August 20, 1925 (including all modifications thereof and supplements thereto, if any) by and between Westinghouse Electric & Manufacturing Company, Friedrich Dessauer, Waldemar Petersen and Eduard Welter, which agreement relates, among other things, to Patent No. 1,523,367.

(c) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Friedrich Dessauer and Waldemar Petersen by virtue of an agreement dated April 6, 1934 (including all modifications thereof and supplements thereto, if any) by and between Westinghouse X-Ray Company, Friedrich Dessauer, Waldemar Petersen and Eduard Welter, which agreement relates, among other things, to Patent No. 1,523,367.

[F. R. Doc. 44-4867; Filed, April 6, 1944; 10:53 a. m.]

[Vesting Order 3322]

I. G. FARBENINDUSTRIE A. G.

In re: Patent and interest of I. G. Farbenindustrie Aktiengesellschaft in an agreement with E. I. du Pont de Nemours and Company, executed on October 9, 1933 and on December 29, 1933.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That I. G. Farbenindustrie Aktiengesellschaft is a corporation organized under the laws of Germany and is a national of a foreign country (Germany);

2. That the property described in subparagraph 3 hereof is property of I. G. Farbenindustrie Aktiengesellschaft;

3. That the property described as follows: Property identified in Exhibit A attached hereto and made a part hereof,

is property of, or is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, a national of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such prop-

erty or the proceeds thereof in whole or in part, not shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 14, 1944.

[SEAL]

LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

(a) All right, title and interest, including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof, in and to the following patent:

Patent Number, Date of Issue, Inventor and Title

2,004,523; 6-11-35; Reinhold Pick; Amino-carboxylic acids and salts thereof.

(b) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in I. G. Farbenindustrie Aktiengesellschaft by virtue of an agreement by and between I. G. Farbenindustrie Aktiengesellschaft and E. I. du Pont de Nemours and Company, executed by I. G. Farbenindustrie Aktiengesellschaft on October 9, 1933 and executed by E. I. du Pont de Nemours and Company on December 29, 1933 (including all modifications thereof and supplements thereto, if any), which agreement relates, among other things, to Patent No. 1,799,824.

[F. R. Doc. 44-4868; Filed, April 6, 1944; 10:53 a. m.]

[Vesting Order 3359]

CHEMISCHE FABRIK SIEGFRIED KROCH
A. G. AND I. H. EPSTEIN, A. G.

In re: Interests of Chemische Fabrik Siegfried Kroch Aktiengesellschaft and I. H. Epstein, A. G. in an agreement between American Cyanamid & Chemical Corporation and Chemische Fabrik Siegfried Kroch Aktiengesellschaft.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Chemische Fabrik Siegfried Kroch Aktiengesellschaft and I. H. Epstein, A. G. are corporations organized under the laws of Germany and are nationals of a foreign country (Germany):

2. That the property described in subparagraph 3 hereof is property of Chemische Fabrik Siegfried Kroch Aktiengesellschaft and I. H. Epstein, A. G.;

3. That the property described as follows: All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) of Chemische Fabrik Siegfried Kroch Aktiengesellschaft and I. H. Epstein, A. G., and each of them, in an agreement (dated September 30, 1932) executed by American Cyanamid & Chemical Corporation on September 30, 1932, and by Chemische Fabrik Siegfried Kroch Aktiengesellschaft on October 19, 1932 (including all modifications of and supplements to such agreement, including, but without limitation, a letter dated September 4, 1935, from American Cyanamid & Chemical Corporation to Chemische Fabrik Siegfried Kroch Aktiengesellschaft and two letters dated December 23, 1935, and May 15, 1939, respectively, from Chemische Fabrik Siegfried Kroch Aktiengesellschaft to American Cyanamid & Chemical Corporation) relating, among other things, to United States Letters Patent No. 1,988,905,

is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, nationals of a foreign country (Germany).

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 21, 1944.

[SEAL]

LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 44-4869; Filed, April 6, 1944; 10:53 a. m.]

[Vesting Order 3372]

MICHIO ITO

In re: Motion picture film owned by Michio Ito.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Michio Ito is a resident of Japan and a national of a designated enemy country (Japan);

2. That Michio Ito is the owner of the property described in subparagraph 3 hereof;

3. That the property described as follows: Two reels of 35 millimeter motion picture film of approximately 1,000 feet each of sound track in Cinecolor; presently stored at the laboratory of "Cinecolor," 2800 West Olive Street, Burbank, California.

is property within the United States owned or controlled by a national of a designated enemy country (Japan);

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 3 hereof, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 31, 1944.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-4870; Filed, April 6, 1944;
10:53 a. m.]

[Vesting Order 629, Amdt.]

BRUNILDE MADDALENI

Whereas, pursuant to Vesting Order Number 629 of January 6, 1943 the undersigned vested certain shares of stock owned by "Brunilde Maddaleni".

Whereas, in describing such person in said vesting order the name "Brunilde Maddaleni" was as a result of a typographical error inadvertently spelled "Brunilde Maddeleni".

Now, therefore, Vesting Order No. 629 is hereby amended as follows and not otherwise:

By substituting the name "Brunilde Maddaleni" for the name "Brunilde Maddeleni" where it appears in said order.

All other provisions of said Vesting Order Number 629 and all action taken on behalf of the undersigned in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on March 31, 1944.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc 44-4871; Filed, April 6, 1944;
10:53 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[Supp. Order ODT 3, Rev. 189, Corr.]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN POINTS IN MISSOURI AND ILLINOIS

Yellow Transit Company and Decatur Cartage Co. Coordinated operations between points in Missouri and Illinois.

The designation "U. S. Highway 50," which appears in the first line of subparagraph (c) of paragraph 7, captioned "Contemplated Action," of Appendix 2¹ to Supplementary Order ODT 3, Revised-189, is hereby corrected to read "U. S. Highway 51."

Issued at Washington, D. C., this 5th day of April 1944.

C. D. YOUNG,

Acting Director,

Office of Defense Transportation.

[F. R. Doc 44-4954; Filed, April 7, 1944;
10:22 a. m.]

[Supp. Order ODT 3, Rev. 190, Amdt 1]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN POINTS IN MICHIGAN

Consolidated Freight Co. et al. Coordinated operations between points in Michigan.

Upon consideration of a petition for an amendment of Supplementary Order ODT 3, Revised-190 (9 F.R. 2962); filed with the Office of Defense Transportation by the parties subject thereto, and good cause appearing therefor, It is hereby ordered, That Supplementary Order

¹ Appendix 2 filed as part of the original document and not published in the FEDERAL REGISTER.

ODT 3, Revised-190 is amended as follows:

1. The reference "Appendix 2"¹ which appears in the order is changed to read "Appendix 2-Revised."¹

2. Appendix 2 to Supplementary Order ODT 3, Revised-190 is cancelled and substituted therefor is a revised plan designated as "Appendix 2-Revised," a copy of which is attached hereto.

This amendment shall become effective April 5th, 1944.

Issued at Washington, D. C., this 5th day of April 1944.

C. D. YOUNG,

Acting Director,

Office of Defense Transportation.

[F. R. Doc. 44-4955; Filed, April 7, 1944;
10:23 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[Gen. Order 55]

DISCLOSURE OF INFORMATION

Pursuant to the authority conferred upon the Price Administrator by the Emergency Price Control Act of 1942, and pursuant to the Second War Powers Act of 1942, the following order is prescribed:

1. All official files, documents, reports, memoranda and other written material, whether in the regional or district offices, in any war price and rationing board, defense-rental area office, or in the National Office of the Office of Price Administration, shall be considered to be in the exclusive control and custody of the Office for the purpose of administering and effectuating the policies of the Emergency Price Control Act of 1942, as amended, and the Second War Powers Act of 1942. Officers or employees of the Office of Price Administration shall permit the inspection, examination, disclosure or other use of such material only to the extent required or authorized by an applicable regulation or order or in accordance with the provisions of this order.

2. No information obtained under the Emergency Price Control Act, as amended, or under the Second War Powers Act which has been declared to be confidential under the National War Agencies Appropriation Act of 1944, or which has been deemed and expressly designated as confidential by the Administrator, or with regard to which a request for confidential treatment is made by the person furnishing such information, shall be disclosed or published unless the Administrator has made a determination that the withholding of such information would be contrary to the interests of national defense and security.

3. Any Regional Administrator or District Director may, subject to such instructions as may be issued by the Administrator, authorize the disclosure of information obtain under the Emergency Price Control Act of 1942 or the Second War Powers Act of 1942, which is not governed by section 2 of this order, if he

¹ Appendix 2 and Appendix 2-Revised, filed as part of the original documents.

determines that such disclosure will be in the public interest.

4. Nothing in this order shall prevent the disclosure of information to another federal agency in any case in which the Director of the Budget is authorized under section 3 (e) of the Federal Reports Act to require such disclosure.

5. Any officer or employee of the Office of Price Administration who is directed by subpoena, subpoena duces tecum, or other process to disclose any official information or produce any official files, documents, reports, memoranda, or other papers or copies thereof, shall appear in court in response thereto, but shall, in the absence of express authorization to the contrary, respectfully decline to make any disclosure or produce any such files, documents, or other papers or testify with regard thereto, on the ground that such disclosure is prohibited by this order.

6. This order shall not apply to the obtaining, safe-keeping and disclosure of military information directly relating to the national defense. The treatment of such material is covered by Regulation No. 4 of the Office of War Information of September 28, 1942, as amended, and by Administrative Order No. 82 of the Office of Price Administration of June 19, 1943.

Issued and effective this 6th day of April 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-4932; Filed, April 6, 1944;
3:52 p. m.]

[Gen. Order 56]

REGIONAL OFFICES FOR REGIONS I AND II ASSUMPTION OF FUNCTIONS OF BOSTON AND NEW YORK CITY DISTRICT OFFICES

The Boston and New York City District Offices have been abolished and all their duties, powers, functions and responsibilities have been transferred to and vested in the Regional Offices for Regions I and II, respectively. Accordingly, it is ordered:

(a) The provisions of any price, rent or rationing regulation, amendment or order, heretofore or hereafter issued by the Price Administrator, Regional Administrators or District Directors, which require or authorize action to be taken by the Boston or New York City District Offices or by the District Directors of such Offices, or require or authorize any person to file or send any application, letter, report or other document, or to have any other communication with such District Offices or Directors, or require or authorize any person to perform any other act by reference to such District Offices or Directors, shall, for all purposes, mean the Regional Offices or Regional Administrators for Regions I and II, respectively, as the case may be.

(b) This order shall have no retroactive effect with regard to any determinations, orders, decisions and other acts heretofore made or done by any executives, officers, or employees of said District Offices.

Issued and effective this 6th day of April 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-4931; Filed, April 6, 1944;
3:52 p. m.]

Regional and District Office Orders.

[Region I Order G-66 Under RMFR 122]

SOLID FUELS IN FITCHBURG, MASS., AREA
Order No. G-66 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Specified solid fuels; Fitchburg, Massachusetts, area.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, it is hereby ordered:

(a) *Maximum prices established by this order.* The maximum prices established by §§ 1340.252, 1340.254, 1340.256, 1340.257 and 1340.265 of Revised Maximum Price Regulation No. 122 for sales of specified kinds of solid fuels in the Fitchburg, Massachusetts, Area by dealers, and for specified services rendered by dealers in connection with the sale or handling of said specified solid fuels, are hereby modified, so that the maximum prices therefore shall be the prices hereinafter set forth.

Maximum prices are established for (1) sales of various quantities of the specified solid fuels to various classes of purchasers under various conditions of delivery; and (2) charges which may be made, in addition to such maximum prices for the specified solid fuels, for specified services.

The geographical applicability of this Order G-66 is explained in paragraph (i) and the terms used herein are defined in paragraph (g).

Except as otherwise specifically provided herein, the provisions of Revised Maximum Price Regulation No. 122 apply to all transactions which are the subject of this Order G-66. Specifically, but without limiting the generality of the foregoing, the prohibitions contained in § 1340.252 apply except to the extent that this Order G-66 provides uniform allowances, discounts, price differentials, service charges, and so forth. Nothing contained in this order shall be so construed as to permit non-compliance with any statutes of the Commonwealth of Massachusetts, or any rules or regulations promulgated under any such statutes, concerning sales or deliveries of solid fuels.

(b) *Price Schedule I: Sales on a delivered basis.* (1) Price Schedule I sets forth maximum prices for sales of specified kinds, sizes and quantities of solid fuels on a delivered basis to consumers at any point in the Fitchburg, Massachusetts, Area.

Kind and size	Per net ton	½ ton	¼ ton	100 lbs.
Pennsylvania anthracite: Broken, egg, stove, and chestnut.....	\$16.75	\$8.65	\$4.45	\$0.95
Pea.....	15.70	8.10	4.20	.90
Buckwheat.....	13.30	6.90	3.60	.80
Rice.....	12.20	6.35	3.30	.75
Coke: Egg, stove, and chestnut.....	16.00	8.25	4.25	.90
Ambriceal.....	14.55	7.55	3.90	.85

(2) *Maximum authorized service and deposit charges.* (a) The foregoing maximum prices include any carrying or wheeling that may be necessary to effect delivery into consumer's bin or storage space, except for carries up or down flights of stairs of quarter-ton or larger quantities. If a carry up or down flights of stairs is necessary in order to effect delivery of a quarter-ton or larger quantity into consumer's bin or storage space and if the consumer requests such service of him, the dealer may make the following charges:

	Per net ton	Per ½ ton	Per ¼ ton
First flight (up or down).....	\$0.50	\$0.25	\$0.15
Each additional flight.....	.25	.15	.10

If the consumer does not request such service in such cases, the maximum price shall apply for delivery to that available point which is nearest and most accessible to the stairs.

(b) If the buyer requests that fuel delivered in burlap bags furnished by the dealer be left in the bags, the maximum amount which may be required by the dealer as a deposit on, or as predetermined liquidated damages for failure to return, the bags shall be 25 cents per bag.

(c) *Price Schedule II: Yard sales to consumers.* (1) Price Schedule II sets forth maximum prices for sales of specified kinds, sizes and quantities of solid fuels delivered at the yard of any dealer in the Fitchburg, Massachusetts, Area to consumers.

Kind and size	Per net ton	½ ton	¼ ton	100 lbs.
Pennsylvania anthracite: Broken, egg, stove, and chestnut.....	\$15.75	\$7.60	\$3.95	\$0.85
Pea.....	14.70	7.35	3.70	.80
Buckwheat.....	12.30	6.15	3.10	.70
Rice.....	11.20	5.60	2.80	.65
Coke: Egg, stove, and chestnut.....	15.00	7.50	3.75	.80
Ambriceal.....	13.55	6.80	3.40	.75

(2) *Maximum authorized bagging and deposit charges.* (a) The maximum prices per 100 pounds are for 100 pounds bagged, but do not include the bag. If the buyer requests such service of him, the dealer may make the following charges for bagging quarter-ton and larger quantities in 100 pound bags, exclusive of any deposit charges on bags furnished by the dealer.

	Cents
Per net ton.....	50
Per half-ton.....	25
Per quarter-ton.....	15

(b) The maximum amount which may be required by the dealer as a deposit on, or as predetermined liquidated damages for failure to return, burlap bags furnished by the dealer shall be 25 cents per bag.

(d) *Terms of sale; sales to consumers.* If payment is made by the buyer within 15 days after receipt of the fuel, the maximum prices set forth in paragraphs (b) and (c) shall be reduced by \$1.00 per ton, or by 50 cents per half-ton, or by 25 cents per quarter-ton, which reductions are "cash discounts." No further discount is required for cash on delivery, and no "cash discount" is required on any sales of less than a quarter-ton. If payment is not required or made at the time of delivery or (except in the case of less than quarter-ton lots) within 15 days thereafter, terms shall be net 30 days.

(e) *Price Schedule III; Yard sales to dealers.* (1) Price Schedule III sets forth maximum prices for sales of specified kinds, sizes and quantities of solid fuels delivered at the yard of any dealer in the Fitchburg, Massachusetts, Area to dealers in fuels who resell them.

Kind and size	Per net ton	½ ton	¼ ton
Pennsylvania anthracite:			
Broken, egg, stove, and chestnut.....	\$14.25	\$7.15	\$3.60
Pea.....	13 20	6 60	3 30
Buckwheat.....	10 80	5 40	2 70
Rice.....	9 70	4 85	2 45
Coke: Egg, stove, and chestnut.....	13 50	6 75	3 40
Ambricoal.....	12 05	6 05	3 05

(2) *Terms of sale.* Terms of sale may be net cash, but no additional charge shall be made for the extension of credit terms of net 30 days or net 10 days E. O. M.

(3) *Maximum authorized bagging and deposit charges.* (a) If the buyer requests such service of him, the seller may make the following charges for bagging in 100 pound bags, exclusive of any deposit charges on bags furnished by the seller:

	Cents
Per net ton.....	50
Per half-ton.....	25
Per quarter-ton.....	15

(b) The maximum amount which may be required by the seller as a deposit on, or as predetermined liquidated damages for failure to return, burlap bags furnished by the seller shall be 25 cents per bag.

(f) *Certain named Pennsylvania anthracite coals.* The specific maximum prices set forth above for Pennsylvania anthracite may be increased by the following amounts when the following sizes of named Pennsylvania anthracite coals are sold: *Provided*, That the following increases may be charged only if the conditions set forth in paragraph (b) of Region I Supplementary Order No. 2 under Revised Maximum Price Regulation No. 122 are observed:

Kind and size	Amount of addition			
	Per net ton	Per ½ ton	Per ¼ ton	Per 100 lbs.
Jeddo Highland:				
Broken, egg, stove, and chestnut.....	\$0 50	\$0 25	\$0 10	None
Pea and buckwheat.....	.25	.15	.05	None
Rice.....	.15	.10	None	None
Franklin:				
Broken.....	.75	.40	.20	\$ 05
Egg.....	1 00	.50	.25	.05
Stove.....	1 25	.65	.30	.05
Chestnut.....	.30	.15	.05	None
Rice.....	.10	.05	None	None
Colonial:				
Broken, egg, stove, chestnut, pea and buckwheat.....	.65	.35	.15	None
Rice.....	.55	.30	.15	None
Silver Brook:				
Broken, egg, stove, chestnut, pea and buckwheat.....	.30	.15	.05	None
Rice.....	.25	.15	.05	None
Legitts Creek or Black Stork:				
Broken, egg, stove, chestnut and pea.....	.50	.25	.10	None
Buckwheat.....	.35	.20	.10	None
Rice.....	.25	.15	.05	None
Raven Run: Broken, egg, stove, chestnut, pea, buckwheat and rice.....	.25	.15	.05	None
East Bear Ridge: Broken, egg, stove, chestnut, pea, buckwheat and rice.....	.25	.15	.05	None
Dial Rock: Broken, egg, stove, chestnut, pea, buckwheat and rice.....	.25	.15	.05	None

(g) *Definitions.* When used in this Order G-66, the term:

(1) "Fitchburg, Massachusetts, Area" shall include the following cities and towns in the Commonwealth of Massachusetts: Ashby, Fitchburg, Leominster, Lunenburg, Princeton, Sterling and Townsend.

(2) "Specified solid fuels" shall include Pennsylvania anthracite, coke and ambricoal.

(3) "Pennsylvania anthracite" means coal produced in the Lehigh, Schuylkill and Wyoming regions in the Commonwealth of Pennsylvania.

(4) "Named Pennsylvania anthracite" means Jeddo Highland, Franklin, Colonial, Silver Brook, Legitts Creek and Black Stork, Raven Run, East Bear Ridge and Dial Rock.

(5) "Jeddo Highland" means that Pennsylvania anthracite which is prepared at Jeddo #7 breaker and Highland #5 breaker of the Jeddo Highland Coal Company, Jeddo, Pennsylvania, and marketed by said company under the trade names "Jeddo Coal", "Highland Coal", or "Hazel Brook Coal".

(6) "Franklin" means that Pennsylvania anthracite which is prepared at the Williamstown breaker of the Franklin-Lykens Coal Company, Ashland, Pennsylvania, and marketed under the trade name "The Only Genuine Franklin Coal of Lykens Valley".

(7) "Colonial" means that Pennsylvania anthracite which is produced and prepared by Colonial Collieries Corporation, Philadelphia, Pennsylvania, and which meets the quality and preparation standards established by Order No. 4 under Maximum Price Regulation No. 112.

(8) "Silver Brook" means that Pennsylvania anthracite which is prepared by Haddock Mining Company, Wilkes-Barre, Pennsylvania, at its Beaver Meadow Breaker from coal produced at the Deringer Colliery and the Tomhicken Colliery and marketed under the trade name "Silver Brook Coal", and which meets the quality and preparation standards established by Order No. 3 under Maximum Price Regulation No. 112.

(9) "Legitts Creek" and "Black Stork" both mean that Pennsylvania anthracite which is produced and prepared by Penn Anthracite Collieries Company, Scranton, Pennsylvania, and which meets the quality and preparation standards established by Revised Order No. 5 under Maximum Price Regulation No. 112.

(10) "Raven Run" means that Pennsylvania anthracite which is produced by Hazlebrook Coal Company, Jeddo, Pennsylvania, from its Continental Mines and the property of Raven Run Coal Company, an affiliated company, prepared at its Midvalley breaker and sold under that trade name, and which meets the quality and preparation standards established by Order No. 8 under Maximum Price Regulation No. 112.

(11) "East Bear Ridge" means that Pennsylvania anthracite which is produced and prepared by East Bear Ridge Colliery Company and which meets the quality and preparation standards established by Order No. 11 under Maximum Price Regulation No. 112.

(12) "Dial Rock" means that Pennsylvania anthracite which is produced and prepared by Dial Rock Coal Company, Scranton, Pennsylvania, and which meets the quality and preparation standards established by Order No. 7 under Maximum Price Regulation No. 112; *Provided*, however, That the additions provided for in paragraph (a) may be charged only when said coal is shipped from the mine by rail.

(13) "Broken," "egg," "stove," "chestnut" and "pea" sizes of Pennsylvania anthracite refer to the legal standard sizes for anthracite offered for sale in the Commonwealth of Massachusetts, effective December 1, 1941, as established by the Director of Standards of the Division of Standards of the Department of Labor and Industries of the Commonwealth of Massachusetts pursuant to General Laws (Ter. Ed.) Chapter 94 section 239A (Chapter 382, Acts of 1926). "Buckwheat" and "rice" sizes of Pennsylvania anthracite refer to the sizes of such coal prepared at the mine in accordance with standard sizing specifications adopted by the Anthracite Emergency Committee, effective December 19, 1941.

(14) "Coke" shall include only coke produced by the following producers:

New England Coke Co., or its affiliated producing company, at its plant in Everett, Massachusetts, Providence Gas Company, Providence, Rhode Island. All other coke shall be priced under the appropriate provision of Revised Maximum Price Regulation No. 122.

(15) "Dealer" means any person selling solid fuel except producers or distributors making sales at or from a mine, a preparation plant operated as an adjunct of any mine, a coke oven, or a briquette plant.

(16) "Carry" and "wheel" refer to the movement of fuel to buyer's bin or storage space by wheelbarrow, barrel, bag, sack or otherwise from the dealer's truck or wagon, or from the point of discharge therefrom, to buyer's bin or storage space.

(17) "Yard sales" shall mean deliveries made by the dealer in his customary manner at his yard.

(18) Except as otherwise specifically provided, and unless the context otherwise requires, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122, shall apply to the terms used herein.

(h) *Transportation tax.* Any dealer subject to this order may collect, in addition to the specified maximum prices established herein, provided he states it separately, the amount of the transportation tax imposed by section 620 of the Revenue Act of 1942 actually paid or incurred by him, or an amount equal to the amount of such tax paid by any of his prior suppliers and separately stated and collected from the dealer by his supplier; *Provided, however,* That no part of that tax may be collected in addition to the maximum price on sales of lesser quantities than one-quarter ton; *And provided, further,* That the dealer need not state separately from his selling price the amount of said tax on a sale to the United States or any agency thereof, any state government or any political subdivision thereof.

(i) *Geographical applicability.* The maximum prices established by this order for "yard sales" shall apply to all such sales of the specified solid fuels at a yard located in the area covered by this order, regardless of the ultimate destination of the fuel. The maximum prices established by this order for sales on a delivered basis shall apply to all such sales of the specified solid fuels to purchasers who receive delivery of the fuel within the area covered by this order, regardless of whether the dealer is located within said area.

(j) *Lower prices permitted.* Lower prices than those set forth herein may be charged, paid or offered.

(k) *Posting of maximum prices; sales slips and receipts.* (1) Every dealer subject to this order shall post all of the maximum prices established hereby which apply to the types of sales made by him in his place of business in a manner plainly visible to and understandable by the purchasing public, and shall keep a copy of this order available for examination by any person during ordinary business hours. In the case of a dealer who sells directly to consumers from a truck or wagon, the posting shall be done on the truck or wagon. All postings shall include the relevant terms of sale. The prices established hereby need not be reported under § 1340.262 (c) of Revised Maximum Price Regulation No. 122.

(2) Every dealer selling solid fuel for sales of which a maximum price is set by this order shall give to each purchaser an invoice or similar document showing (a) the date of the sale or delivery, the name and address of the dealer and of the buyer, the kind, size and quantity of the solid fuel sold, and the price charged; and (b) separately stating any special services rendered and other charges made and the amount charged therefor. This paragraph shall not apply to sales of quantities of less than one-quarter ton unless the dealer customarily gave such a statement on such sales.

(3) In the case of all other sales, every dealer who during December, 1941, customarily gave buyers sales slips or receipts shall continue to do so. If a buyer requests of a seller a receipt showing the name and address of the dealer, the kind, size and quantity of the solid fuel sold to him or the price charged, the dealer shall comply with the buyer's request as made by him.

(l) *Records.* Every person making a sale of solid fuel for which a maximum price is set by this order shall keep a record thereof, showing the date, the name and address of the buyer (if known), the per net ton price charged and the solid fuel sold. The solid fuel shall be identified in the manner in which it is described in this order. The record shall also separately state each service rendered and the charge made for it.

(m) *Petitions for amendment.* Any person seeking an amendment of any provision of this order may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1, except that the petition shall be filed in the Boston Regional Office of the Office of Price Administration. No appeals from a denial in whole or in part of such petition by the Regional Administrator may be made to the Price Administrator.

(n) This order may be revoked, amended, or corrected at any time.

NOTE. The reporting and record keeping provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This Order No. G-66 shall become effective April 10, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 31st day of March 1944.

ELDON C. SHoup,
Regional Administrator.

[F. R. Doc. 44-4852; Filed, April 5, 1944;
3:30 p. m.]

[Region I Order G-52 Under RMPR 122,
Amdt. 1]

SOLID FUELS IN PUTNAM, CONN., AREA

Amendment No. 1 to Order No. G-52 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Specified solid fuels; Putnam, Connecticut, Area.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, subparagraph (1) of paragraph (g) of Region I Order G-52 under Revised Maximum Price Regulation No. 122 is amended to read as follows:

(g) *Definitions.* When used in this Order G-52, the term:

(1) "Putnam, Connecticut, Area" shall include the following cities and towns in the State of Connecticut: Ashford, Brooklyn, Canterbury, Eastford, Killingly, Hampton, Plainfield, Pomfret, Putnam, Sterling, Thompson, Union and Woodstock.

This Amendment No. 1 to Order G-52 shall become effective April 10, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 3d day of April 1944.

ELDON C. SHoup,
Regional Administrator.

[F. R. Doc. 44-4853; Filed, April 5, 1944;
3:30 p. m.]

[Detroit Order G-2 Under MPR 426,
Amdt. 1]

CITRUS FRUITS IN WAYNE COUNTY, MICH.

Amendment 1 to Order No. G-2 under Maximum Price Regulation No. 426. Order adjusting maximum wholesale prices of citrus fruits sold in Wayne County, Michigan.

The approval of the Regional Director of Food Distribution to Order No. G-2 under Maximum Price Regulation 426 is added to read as follows:

Approved:

ERAL O. POLLACK,
Regional Director of Food Distribution.

Effective March 9, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 4th day of March 1944.

W. E. FITZGERALD,
District Director.

[F. R. Doc. 44-4846; Filed, April 5, 1944;
3:23 p. m.]

[Region V Order G-1 Under RMPR 122,
Amdt. 5]

SOLID FUELS IN ST. LOUIS, MO.

Amendment No. 5 to Order No. G-1 under Revised Maximum Price Regulation No. 122. Maximum prices for solid fuels sold in the City of St. Louis, Missouri, and parts of St. Louis County, Missouri.

Pursuant to the Emergency Price Control Act of 1942, as amended, and the authority vested in the Regional Administrator of Region V by § 1340.260 of

Revised Maximum Price Regulation No. 122, and for the reasons set forth in the opinion issued simultaneously herewith, *It is ordered:*

Section (c) (Price Schedule) (1) (V), Coke, as amended, is amended to read as follows:

1. Furnace, by-product, top size 4", bottom size 1½" (produced in the area set forth in section (a) of this order), \$11.65.
2. Chestnut, by-product, top size 1½", bottom size ¾" (based on furnace) (produced in the area set forth in section (a) of this order), \$11.65.
3. Low temperature, produced in St. Clair and Franklin Counties, Illinois, top size no limit, bottom size ¾", \$9.30.

(56 Stat. 23, 765, Pub. Law 151, 76th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 6 F.R. 4631)

Issued and effective at Dallas, Texas, this the 31st day of March 1944.

C. B. BROWN,
Acting Regional Administrator.

[F. R. Doc. 44-4854; Filed, April 5, 1944;
3:30 p. m.]

[Region VIII Order G-4 Under MPR 136]

FILTERING AND BOTTLING EQUIPMENT IN SANTA MONICA, CALIF.

Order No. G-4 under Maximum Price Regulation No. 136 as amended. Machines and parts and machinery services. Adjusted maximum prices for filtering and bottling equipment manufactured by Ogden Perfection Filter Co.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1390.25a of Maximum Price Regulation No. 136 as amended, *It is hereby ordered:*

(a) The adjusted maximum prices at which any person may sell and deliver filtering and bottling machinery manufactured by Ogden Perfection Filter Co., Santa Monica, California, shall be:

16 plate Ogden Rough & Polish Filter—\$1,350.00.
Ogden complete bottling unit—\$430.00.

For other types and sizes the adjusted maximum prices shall be determined by applying customary differentials to the adjusted maximum prices for the items specified above.

(b) All discounts from list prices or other allowances for quantity purchases, prompt payment or otherwise, in effect when the original maximum prices were established, must be continued in effect in respect to the prices listed in paragraph (a).

(c) This order may be revoked, amended, or corrected at any time, and shall expire ninety days after its effective date.

This order shall become effective March 25, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 21st day of March 1944.

L. F. GENTNER,
Regional Administrator.

[F. R. Doc. 44-4847; Filed, April 5, 1944;
3:29 p. m.]

[Region VIII Order G-87 Under 18 (c)]

DELIVERY SERVICE IN SPOKANE, WASH.

Order No. G-87 under § 1499.18 (c) as amended of the General Maximum Price Regulation. Adjusted maximum prices for carriers performing pick-up and delivery service in Spokane, Washington.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.18 (c) as amended of the General Maximum Price Regulation, *It is hereby ordered:*

(a) The adjusted maximum prices which may be charged by any carrier other than a common carrier for pick-up and delivery service performed for rail line-haul carriers in the city of Spokane, Washington, shall be the rates for such service prescribed in section 6, item No. 8900, tariff No. 3 issued by the Department of Public Service of the State of Washington, as said tariff was amended effective March 20, 1944.

(b) This order may be amended, revoked or corrected at any time.

This order shall become effective March 20, 1944, and shall apply to services rendered on and after March 20, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. and E.O. 9328, 8 F.R. 4681)

Issued this 18th day of March 1944.

L. F. GENTNER,
Regional Administrator.

[F. R. Doc. 44-4848; Filed, April 5, 1944;
3:29 p. m.]

[Region VIII Order G-2 Under 18 (c),
Amdt. 23]

FLUID MILK IN CERTAIN LOCALITIES IN CALIFORNIA

Amendment No. 23 to Order No. G-2, under § 1499.18 (c) as amended of the General Maximum Price Regulation. Fluid milk prices at wholesale and retail in certain localities in the State of California.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 of the General Maximum Price Regulation, *It is hereby ordered*, That Order No. G-2 under § 1499.18 (c), as amended, of the General Maximum Price Regulation be amended as set forth below:

(a) Schedule B is hereby amended by striking out the heading "Siskiyou County except the towns of Weed, Mount Shasta, Dunsmuir, and Dorris" and substituting therefor the following, "Siskiyou County except the town of Dorris and the Mount Shasta area."

(b) Schedule B is hereby amended by striking out the heading "The Towns of Weed, Mount Shasta, Dunsmuir" and the schedule of prices thereunder, and by substituting therefor the following:

THE MOUNT SHASTA AREA

Quantity	Wholesale f. o. b. pur- chaser's plant	Wholesale delivered	Retail
Quart.....	\$0.1225	\$0.1325	\$0.16
Half-pint.....		.015	

(c) Paragraph (3) is hereby amended by adding a new subparagraph (f) to read as follows:

(f) "The Mount Shasta area" shall mean all towns located on highway 99 from Castella on the south to Weed on the north, and all towns on highway 97 from Weed on the south and the town of Penoyer on the north and the town of Tennant and the area within ten miles of any of the above named points.

This amendment to Order No. G-2 shall become effective March 27, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 21st day of March 1944.

L. F. GENTNER,
Regional Administrator.

[F. R. Doc. 44-4849; Filed, April 5, 1944;
3:29 p. m.]

[Region VIII Order G-3 Under 18 (c),
Amdt. 41]

FLUID MILK IN WASHINGTON

Amendment No. 41 to Order No. G-3 under § 1499.18 (C), as amended, of the General Maximum Price Regulation. Fluid milk prices at wholesale and retail in the State of Washington.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) (i) (a) of Supplementary Regulation No. 15, and special authorization conferred by the Price Administrator, *It is hereby ordered*, That Order No. G-3 under § 1499.18 (c) as amended, of the General Maximum Price Regulation be amended as set forth below:

(a) Section (1) is hereby amended by striking out from the schedule of prices under the heading, "The City of Davenport," the footnote, "When three or more quarters are sold in quart containers and delivered at the home at one time, the adjusted maximum price shall be \$0.11 per quart."

(b) Section (4) is hereby amended to read as follows:

No seller affected by this order shall change his customary allowances, discounts, or other price differentials unless such change results in a lower price, except in the case of the City of Davenport, where the quantity discount formerly prevailing is hereby eliminated.

This amendment shall become effective April 4, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7671 and E.O. 9328, 8 F.R. 4681)

Issued this 31st day of March 1944.

L. F. GENTNER,
Regional Administrator.

[F. R. Doc. 44-4850; Filed, April 5, 1944;
3:30 p. m.]

[Region VIII Order G-1 Under MPR 188,
Amdt. 1]

DRAIN TILE IN SAN FRANCISCO REGION

Amendment No. 1 to Order No. G-1 under Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Adjusted maximum prices for sales of No. 1

Item	Adjusted maximum price
No. 1 common single brick-----	The individual producer's maximum price in effect on December 2, 1943, plus \$2.50 per M.
No. 1 common double brick-----	The individual producer's maximum price in effect on December 2, 1943, plus \$5.00 per M.
3", 4", 6", and 8" concrete or clay drain tile and fittings T-S and Y-S.	120% of the individual producer's maximum prices in effect on December 2, 1943.

2. Paragraph (e) is hereby amended to read as follows:

(e) This Order No. G-1 is issued subject to the following conditions:

(1) The amount by which the manufacturer's maximum prices are increased pursuant to the provisions of paragraph (a) hereof shall be stated separately on the manufacturer's invoice with the notation:

Increase permitted by OPA to maintain supply.

In addition, each of the manufacturers operating under this order shall furnish to each buyer for resale on or before he makes the first delivery at the adjusted price a written statement as follows:

The OPA has granted an adjustment in price to certain manufacturers of certain brick and drain tile products. The amount of the price increase is shown separately on the invoice. You are permitted to add the exact amount of the price increase to your existing maximum price provided you separately state the amount of the increase on your invoice.

This Amendment No. 1 shall become effective immediately.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7671 and E.O. 9328, 8 F.R. 4681)

Issued this 31st day of March 1944.

L. F. GENTNER,
Regional Administrator.

[F. R. Doc. 44-4851; Filed, April 5, 1944;
3:30 p. m.]

[Region IV Order G-2 Under MPR 280]

FLUID MILK IN DAVIDSON COUNTY, TENN.

Order No. G-2 under Maximum Price Regulation No. 280. Fluid milk adjustment of certain wholesale bulk fluid milk prices in Davidson County, Tennessee.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Ad-

No. 71—9

common brick drain tile and concrete drain tile by certain persons in Region VIII.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.161 (a) (2) of Maximum Price Regulation No. 188 and § 1499.18 (c), as amended, of the General Maximum Price Regulations, *It is hereby ordered*, That the order issued herein on December 3, 1943, be amended in the following particulars:

1. Paragraph (a) is amended to read as follows:

(a) The adjusted maximum prices at which persons producing the hereinafter described commodities within the limits of Seattle, Washington and Renton, Washington, may sell are the following:

Item	Adjusted maximum price
No. 1 common single brick-----	The individual producer's maximum price in effect on December 2, 1943, plus \$2.50 per M.
No. 1 common double brick-----	The individual producer's maximum price in effect on December 2, 1943, plus \$5.00 per M.
3", 4", 6", and 8" concrete or clay drain tile and fittings T-S and Y-S.	120% of the individual producer's maximum prices in effect on December 2, 1943.

ministration, Region IV, by § 1351.807 (b) (2) of Maximum Price Regulation No. 280, *It is hereby ordered*:

(a) On and after April 1, 1944, regardless of any contract, agreement or other obligation, no person shall sell or deliver within Davidson County, Tennessee, fluid milk at wholesale in bulk (other than in glass and paper containers) to stores, hotels, restaurants and institutions, and no person in the course of trade or business shall buy or receive fluid milk at wholesale in bulk within Davidson County, Tennessee, at a price higher than the maximum price permitted by this order. No person shall offer, solicit, or attempt to do any of the foregoing. Lower prices may be paid or offered.

(b) The maximum price for fluid milk sold and delivered by any person within Davidson County, Tennessee, at wholesale in bulk (other than glass or paper containers) to stores, hotels, restaurants and institutions shall be:

	Cents per gallon
Standard pasteurized-----	40
Homogenized pasteurized-----	43

(c) Unless the context otherwise requires, all transactions subject to this order remain subject to all provisions of Maximum Price Regulation No. 280 together with all amendments, supplementary regulations and orders which may have been heretofore or may be hereafter issued.

(d) This order may be revoked, amended or corrected at any time.

(e) This order shall become effective April 1, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7671 and E.O. 9328, 8 F.R. 4681)

Issued March 31, 1944.

ALEXANDER HARRIS,
Acting Regional Administrator.

[F. R. Doc. 44-4929; Filed, April 6, 1944;
12:23 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-576]

WHEELING ELECTRIC CO. AND AMERICAN GAS AND ELECTRIC CO.

NOTICE OF FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 5th day of April, A. D. 1944.

Notice is hereby given that a joint declaration or application (or both) has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above-named parties; and

Notice is further given that any interested person may, not later than April 20, 1944 at 5:30 p. m., e. v. t., request the Commission in writing that a hearing be held on such matter stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter, such declaration as filed or as amended may become effective as provided in Rule U-23 of the rules and regulations promulgated pursuant to said act, or the Commission may exempt such transactions as provided in Rules U-20 (a) and U-100 thereof. Any such request should be addressed: Secretary, Securities and Exchange Commission, Philadelphia 3, Pennsylvania.

All persons interested are referred to said declaration which is on file in the office of said Commission for a statement of the transactions thereon proposed, which is summarized below:

Wheeling Electric Company ("Wheeling"), a West Virginia corporation, a subsidiary of American Gas and Electric Company ("American Gas") which in turn is a subsidiary of Electric Bond and Share Company, both registered holding companies, proposes to borrow from three New York City banks, Irving Trust Company, Bankers Trust Company and Guaranty Trust Company of New York, the sum of \$2,000,000 and to issue notes therefor bearing 2% interest. Semi-annual payments on account of principal will be made which will liquidate the loan in six years. The proceeds of the loan, together with treasury funds of Wheeling to the extent necessary, are to be applied to:

(1) Redemption and cancellation of 24,856 shares of 6% preferred stock of Wheeling now in the hands of the public at the redemption price of \$110 per share plus any dividends unpaid to the date of redemption;

(2) Purchase for cancellation of 972 shares of said 6% preferred stock from American Gas for \$94,882.75 (stated to be American Gas' cost of such shares) plus accrued dividends thereon to the date of delivery.

The accrued dividends will be paid by Wheeling out of general funds. Upon the redemption or purchase and cancellation of all of the 7% preferred stock the capital of Wheeling will be reduced by \$2,582,800. Wheeling will amend its charter to eliminate from its capital

structure the said preferred stock so that the authorized shares of Wheeling will consist solely of 150,000 shares of no par value common stock. Wheeling presently has no outstanding funded debt.

Applicants and declarants have designated sections 7, 12 (c) and 12 (d) and Rules U-42, U-43 and U-50 (a) (2) as applicable to the proposed transactions. By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 44-4949; Filed, April 7, 1944;
10:00 a. m.]

[File Nos. 70-725, 59-11, 59-17, 54-25]

NORTHERN INDIANA PUBLIC SERVICE CO.,
ET AL.

ORDER MODIFYING CONDITION AND GRANTING
EXTENSION OF TIME

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 5th day of April, A. D. 1944.

In the matter of Northern Indiana Public Service Company, La Porte Heat Corporation, File No. 70-725; The United Light and Power Company, et al., La Porte Gas and Electric Company, File Nos. 59-11, 59-17, 54-25, Application No. 16.

The United Light and Power Company, a registered holding company, and La Porte Gas and Electric Company (La Porte), a subsidiary thereof, having filed applications and declarations and amendments thereto pursuant to sections 11, 12 (c), 12 (d) and 12 (f) of the Public Utility Holding Company Act of 1935, and Rules U-42, U-43, U-44 and U-46 promulgated thereunder, with respect to the sale by La Porte of its electric, gas and heat properties to Northern Indiana Public Service Company (Northern), a subsidiary of Clarence A. Southerland and Jay Samuel Hartt, Trustees of the Estate of Midland Utilities Company, and La Porte Heat Corporation (Heat Corporation), a subsidiary of Northern, and with respect to the dissolution and liquidation of La Porte; and

Northern and Heat Corporation having filed applications and declarations and amendments thereto, pursuant to sections 6 (b), 9 (a), 10, and 12 of the act and Rule U-44 promulgated thereunder, with respect to the issue and sale by Northern of \$1,400,000 principal amount of serial notes of a maturity of seven years or less, and by Heat Corporation of 3,750 shares of its common stock of the par value of \$100 per share, and with respect to the acquisition by Northern of such common stock and the acquisition by Heat Corporation of the heat properties of La Porte; and

The Commission having by order dated December 7, 1943, granted the applications and permitted the declarations to become effective subject to the terms and conditions, among others, prescribed in Rule U-24; and having by order dated February 5, 1944 extended the time within

which the transactions might be consummated to April 5, 1944; and

A request having been made that the time, within which the transactions as set forth in the applications and declarations may be consummated, be further extended to June 5, 1944; and

The Commission having considered such request and deeming it appropriate that it be granted;

It is ordered, That the conditions contained in the order of December 7, 1943, be and hereby are modified to the extent necessary to extend the time within which such transactions may be consummated to June 5, 1944.

By the Commission.

ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 44-4950; Filed, April 7, 1944;
10:01 a. m.]

UNITED STATES COAST GUARD.

POSTINGS UNDER GLASS ON OCEAN AND
COASTWISE VESSELS

WAIVER OF NAVIGATION AND VESSEL
INSPECTION LAWS

The Acting Secretary of the Navy having by order dated 1 October, 1942 (7 F.R. 7979), waived compliance with the Navigation and Vessel Inspection laws administered by the United States Coast Guard, in the case of any vessel engaged in business connected with the conduct of the war to the extent and in the manner that the Commandant, United States Coast Guard, shall find to be necessary in the conduct of the war; and

It appearing upon investigation that the efficient prosecution of the war would be impeded by the application to ocean and coastwise vessels of certain navigation and vessel inspection laws and regulations issued thereunder which require the posting of forms, notices, and other documents under glass in said vessels;

Now therefore, I hereby find it to be necessary in the conduct of the war that there be waived compliance with the Navigation and Vessel Inspection laws and the regulations issued thereunder administered by the United States Coast Guard, in the case of any vessel engaged in business connected with the conduct of the war, to the following extent and in the following manner:

To the extent necessary to dispense with the requirements of any navigation and vessel inspection law or regulation issued thereunder applicable to ocean and coastwise vessels and administered by the United States Coast Guard requiring the posting of forms, notices, or other documents under glass.

Nothing contained herein shall be construed to effectuate waiver of compliance with any law or regulation requiring the posting of forms, notices, and other documents on ocean and coastwise vessels, except to the extent of waiving compliance with the requirement of posting under glass. Nothing herein contained shall be construed to impair or limit the waiver order of the Secretary of the Navy

of 21 March, 1942 (7 F.R. 2477), with respect to compliance with R. S. 4446 (46 U.S.C. 232).

Dated April 6, 1944.

R. R. WAESCHE,
Vice Admiral,
U. S. Coast Guard, Commandant.

[F. R. Doc. 44-4984; Filed, April 7, 1944;
11:55 a. m.]

WAR FOOD ADMINISTRATION.

Office of Distribution.

NORTH AMERICAN TRADING CORP.

DESIGNATION AS QUALIFIED DISTRIBUTOR

The designation of qualified distributors of tea pursuant to Food Distribution Order No. 21, as amended, issued by the Director of Food Distribution on February 5, 1944 (9 F.R. 1561), is amended by adding the following name and address to the list of persons designated therein as qualified distributors:

North American Trading Corporation, 20 Broadway, New York, New York.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; FDO 21, as amended, 8 F.R. 2077, 9 F.R. 150)

Issued this 6th day of April 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-4966; Filed, April 7, 1944;
11:18 a. m.]

WAR PRODUCTION BOARD.

PERIOD CHAIRS, INC.

CONSENT ORDER

Period Chairs, Inc., a corporation, located at 250 Stone Avenue, Brooklyn, New York, engaged in the upholstery business, was charged by the War Production Board on February 25, 1944, with having wilfully and seriously violated Limitation Order L-135 as of September 30, 1942, in that during the period beginning on or about November 1, 1942, through November 15, 1943, it wilfully and in violation of Limitation Order L-135, processed, fabricated, worked on and assembled in excess of 341 pieces of wood upholstered furniture containing steel springs and coils, although Limitation Order L-135 provided that on and after November 1, 1942, no new wood upholstered furniture manufacturer should process, fabricate, work on or assemble any new wood upholstered furniture which contained any iron or steel other than joining hardware. It was further charged that Period Chairs, Inc., located at 250 Stone Avenue, Brooklyn, New York, failed to keep and preserve accurate and complete records of its inventories of material or materials subject to the rules, regulations and/or orders of the War Production Board as required by Priorities Regulation No. 1. In addition, it was further charged that Period

Chairs, Inc., located at 250 Stone Avenue, Brooklyn, New York, wilfully falsified statements and records required to be kept by orders and regulations of the War Production Board, in violation of Priorities Regulation No. 1 issued by the War Production Board.

Period Chairs, Inc., admits the violations as charged except that it denies that it wilfully falsified statements and records required to be kept by orders and regulations of the War Production Board in violation of Priorities Regulation No. 1, issued by the War Production Board, and has consented to the issuance of this order. It agrees that any of its successors or assigns will be bound by any order which may be issued in this matter, and that not only it, but also any successors or assigns of it may and shall be bound by this order to which it consents.

Wherefore, upon the agreement and consent of Period Chairs, Inc., the Re-

gional Compliance Chief and the Regional Attorney, and upon the approval of the Compliance Commissioner, *It is hereby ordered, That:*

(a) Period Chairs, Inc., its successors or assigns, during the three months period beginning April 1, 1944, and ending June 30, 1944, shall not consume in the production of furniture (other than for preferred orders) essential metal parts having a total cost value of more than five per cent of the total cost value of essential metal parts consumed by it in the production of furniture during its metal parts base period (other than for preferred orders); and during the three months period beginning July 1, 1944, and ending September 30, 1944, Period Chairs, Inc., its successors or assigns, shall not consume in the production of furniture (other than for preferred orders) essential metal parts having a total cost value of more than seven and one-

half per cent (7½%) of the total cost value of essential metal parts consumed by it in the production of furniture during its metal parts base period (other than for preferred orders).

(b) Nothing contained in this order shall be deemed to relieve Period Chairs, Inc., its successors or assigns, from any restriction, prohibition, or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on April 1, 1944, and shall expire on September 30, 1944.

Issued this 6th day of April 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-4347; Filed, April 6, 1944;
4:23 p. m.]

